

Cover page for:

Preliminary Title Insurance Schedules
prepared by St. Louis Title, LLC
(File Number: 10338STL)

For March 30, 2021 auction to be conducted by Schrader Real Estate and Auction Company, Inc. on behalf of General Receiver of Seba Bros. Farms, Inc.

Note 1: The following pages include copies of all recorded documents listed as exceptions in the preliminary Sch. B-II (except those described in exceptions 82, 83 and 84 which are to be removed at closing).

Note 2: The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The tract numberings are cross-referenced in the tables below.

Auction Tract Numbers:	Title Tract Numbers:
1	14, 15
2	15
3	5, 6, 7, 11, 12, 13
4	11, 12
5	23
6	23
7	23
8	5, 7, 8
9	5, 9
10	5, 9
11	18
12	16, 17
13	16
14	20, 21
15	20
16	21
17	19
18 *	19 *
19	18
20	1, 2, 3
25	3, 4
26	3

* Auction Tract 18 may also include part of Title Tract 18

Title Tract Numbers:	Auction Tract Numbers:
1	20
2	20
3	20, 25, 26
4	25
5	3, 8, 9, 10
6	3
7	3, 8
8	8
9	9, 10
10	(Not part of auction)
11	3, 4
12	3, 4
13	3
14	1
15	1, 2
16	12, 13
17	12
18 *	11, 19 *
19	17, 18
20	14, 15
21	14, 16
22	(Not part of auction)
23	5, 6, 7

* Title Tract 18 may also include part of Auction Tract 18




Fidelity National Title Insurance Company

Escrow Officer: Laura Vermeland Escrow Officer Email: lvermeland@stlttitle.com	File No: 10338STL Client File #: Revision #: 1, Print Date: February 24, 2021
Title Officer: Jeanie Niemeyer	

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A
Issued by
Fidelity National Title Insurance Company**

1. Commitment Date: **February 21, 2021, at 8:00 AM**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured:
Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the said estate or interest in the Land is at the Commitment Date vested in:
Seba Bros. Farms, Inc., a Missouri corporation, successor to Seba Bros. Land Co., Inc. by reason of name change with Missouri Secretary of State
5. The land is described as follows:
SEE ATTACHED EXHIBIT "A"

Fidelity National Title Insurance Company
Countersigned: St. Louis Title, LLC
License No. 8019762

By: 
Authorized Signatory

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27C165B72

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EXHIBIT "A"

TRACT 1:

The Northwest Quarter of the Northwest Quarter, Section 34, Township 45, Range 33, in Cass County, Missouri.

TRACT 2:

The West Half of the West Half of the Northeast Quarter of the Northwest Quarter of Section 34, Township 45, Range 33, Cass County, Missouri, SUBJECT TO that part thereof in road.

TRACT 3:

The Southeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter, in Section 34, Township 45, Range 33, in Cass County, Missouri, EXCEPT the Northwest Quarter of the Southwest Quarter of the Northeast Quarter thereof, SUBJECT TO the existing county roads.

TRACT 4:

The Northwest Quarter of the Southwest Quarter of the Northeast Quarter in Section 34, Township 45, Range 33, in Cass County, Missouri.

TRACT 5:

The Northeast Quarter of the Southeast Quarter of Section 33, Township 45, Range 33 and the East 24 acres of the Northwest Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, EXCEPT that part conveyed to Harold A. Seba and Robyn J. Seba, husband and wife by Warranty Deed of record in Book 1471 page 134.

and

The Southwest Quarter of the Southeast Quarter and the South Half and the West 33 feet of the North Half of the West 16 acres of the Northwest Quarter of the Southeast Quarter, all in Section 33, Township 45, Range 33, Cass County, Missouri.

TRACT 6:

The Northeast Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.

TRACT 7:

The Southeast Quarter of the Southwest Quarter of Section 33, in Township 45, of Range 33, in Cass County, Missouri.

TRACT 8:

The South Half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, in Cass County, Missouri.

TRACT 9:

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The North Half of the West 16 acres, EXCEPT the West 33 feet thereof, of the Northwest Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.

TRACT 10:

Part of a tract of land described in Book 1410 page 287 in the Office of the Recorder of Deeds, Cass County, Missouri, being part of Lot 7 of the Northeast Quarter and part of Lot 7 of the Northwest Quarter all in Section 5, Township 44, Range 33, Cass County, Missouri, described as follows:

Beginning at the Northwest corner of Lot 7, of the Northwest Quarter of Section 5, aforesaid, run thence East along the North line thereof, 1980.05 feet to the True Point of Beginning of the tract to be described; continuing thence East along the North line of Lot 7 of the Northwest Quarter of said Section 5, 554.87 feet to the Northwest corner of Lot 7 of the Northeast Quarter of said Section 5; thence South 89 degrees 53 minutes 56 seconds East along the North line of Lot 7 of the Northeast Quarter of said Section 5, 737.21 feet; thence South 00 degrees 42 minutes 57 seconds East, 1888.35 feet to a point on the South line of Lot 7 of the Northeast Quarter of said Section 5; thence South 89 degrees 07 minutes 59 seconds West along the South line thereof, 737.14 feet to the Southwest corner of Lot 7 of the Northeast Quarter of said Section 5; thence North 00 degrees 42 minutes 57 seconds East along the West line of Lot 7 of the Northeast Quarter of said Section 5, 1100.74 feet; thence West, 819.00 feet to the approximate center line of an existing ditch; thence North 35 degrees 40 minutes 00 seconds East along the centerline of said ditch, 186.17 feet; thence North 26 degrees 35 minutes 30 seconds East along said centerline, 140.77 feet; thence North 29 degrees 11 minutes 17 seconds East along said centerline, 169.31 feet; thence North 375.06 feet to the True Point of Beginning.

TRACT 11:

All that part of the Southwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri, lying East of the centerline of Missouri State Route D (Homes Road), as now located and established, SUBJECT TO that part thereof included in the right-of-way of said Route D.

TRACT 12:

Part of a tract of land described in Book 704 page 46 in the Office of the Recorder of Deeds in Cass County, Missouri, being part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri, described as follows:

From the Northwest corner of the Southwest Quarter of Section 33, aforesaid, run thence South 89 degrees 36 minutes 59 seconds East along the North line thereof, 1314.24 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence South 4 degrees 38 minutes 08 seconds East along the East line of said Quarter Quarter Section, 337.54 feet to the True Point of Beginning of the tract to be described; continuing thence South 4 degrees 38 minutes 08 seconds East along the East line of the Northwest Quarter of the Southwest Quarter of said Section 33, 1015.00 feet to the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence North 89 degrees 47 minutes 36 seconds West along the South line of said Quarter Quarter Section, 1087.71 feet to a point on the East right-of-way line of

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Missouri State Route D as now located; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 27 degrees 25 minutes 18 seconds East and an arc length of 300.67 feet; thence North 89 degrees 21 minutes 12 seconds East, 584.99 feet; thence North 0 degrees 38 minutes 48 seconds West, 374.82 feet; thence South 89 degrees 21 minutes 12 seconds West, 360.00 feet to a point on the East right-of-way line of said Missouri State Route D; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 33 degrees 04 minutes 59 seconds East and an arc length of 262.44 feet; thence North 34 degrees 06 minutes 59 seconds East along said right-of-way line, 174.25 feet; thence South 89 degrees 55 minutes 06 seconds East, 405.51 feet to the True Point of Beginning.

TRACT 13:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45 North, Range 33 West of the 5th Principal Meridian in Cleveland, Cass County, Missouri, thence on an assumed bearing of South 04 degrees 38 minutes 08 seconds East a distance of 35.15 feet to a point in the South right-of-way line of Route Y for the Point of Beginning of the land to be described; thence continuing on South 04 degrees 38 minutes 08 seconds East a distance of 302.41 feet; thence North 89 degrees 55 minutes 06 seconds West a distance of 405.51 feet to a point in the Southeasterly right-of-way line of Route D; thence North 34 degrees 20 minutes 37 seconds East along said right-of-way line a distance of 334.15 feet; thence along a curve to the left having a radius of 1186.28 feet and an arc distance of 33.14 feet to a point in the South right-of-way line of Route Y; thence South 89 degrees 07 minutes 08 seconds East along said right-of-way line a distance of 174.26 feet to the Point of Beginning.

TRACT 14:

The Southeast Quarter of the Southwest Quarter of Section 28, Township 45, Range 33, Cass County, Missouri.

TRACT 15:

The Northeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri, and;
The Southeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.

TRACT 16:

The Southwest Quarter of the Southeast Quarter all in Section 28, Township 45, Range 33, EXCEPT that part thereof in road, Cass County.

TRACT 17:

The Northwest Quarter of the Northeast Quarter of Section 33, in Township 45, Range 33, Cass County, Missouri.

TRACT 18:

Part of the Southwest Quarter of the Northeast Quarter, and part of the East Half of the Northeast Quarter, in Section 33, Township 45, Range 33, Cass County, Missouri, described as follows:

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From the Southeast corner of the Northeast Quarter of Section 33, aforesaid, run thence North 89 degrees 37 minutes 02 seconds West along the South line thereof, 1047.55 feet; thence North 3 degrees 56 minutes 34 seconds West, 33.08 feet to a point on the North right of way line of Missouri State Route Y as now located, said point being the True Point of Beginning of the tract to be described; thence North 89 degrees 34 minutes 32 seconds West along the North right of way line of said Missouri State Route Y, 151.06 feet to a point on the East line of a tract of land described in Book 1632 page 206 in the office of the Recorder of Deeds in Cass County, Missouri, thence North 1 degree 32 minutes 44 seconds West along the East line of said tract of land, 212.79 feet to the Northeast corner of said tract of land; thence South 89 degrees 43 minutes 20 seconds West along the North line of said tract of land, 160.50 feet to the Northwest corner of said tract of land; thence South 2 degrees 58 minutes 59 seconds East along the West line of said tract of land, 211.32 feet to a point on the North right of way line of said Missouri State Route Y; thence North 89 degrees 46 minutes 32 seconds West along said right of way line, 488.41 feet to a point on the East line of a tract of land described in Book 2175 page 47; thence North 3 degrees 45 minutes 53 seconds West along the East line of said tract of land and a tract of land described in Book 1205 page 196 in the office of the Recorder of Deeds in Cass County, Missouri, 1311.48 feet to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 33; thence South 89 degrees 40 minutes 01 seconds East along the North line of said Quarter Quarter Section, 516.99 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 33; thence North 3 degrees 56 minutes 34 seconds West, 1345.99 feet to the Northwest corner of said Quarter Quarter Section; thence South 89 degrees 30 minutes 55 seconds East along the North line of said Quarter Quarter Section, 1321.22 feet to the Northeast corner of the Northeast Quarter of said Section 33; thence South 3 degrees 56 minutes 51 seconds East along the East line of the Northeast Quarter of said Section 33, 180.57 feet to a point on the West right of way line of Missouri State Route Y as now located; thence along said right of way line on a curve to the left, having a radius of 353.31 feet, a chord bearing of South 9 degrees 20 minutes 28 seconds West, and an arc length of 164.44 feet; thence South 3 degrees 59 minutes 32 seconds East along said right of way line, 497.19 feet; thence South 3 degrees 58 minutes 32 seconds East along said right of way line, 804.80 feet; thence North 89 degrees 36 minutes 31 seconds West, 1010.70 feet; thence South 3 degrees 56 minutes 34 seconds, East 1010.70 feet to the True Point of Beginning.

TRACT 19:

The Southeast Quarter of the Southeast Quarter of Section 28, Township 45, Range 33, Cass County, Missouri, EXCEPT that part in road.

TRACT 20:

The Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 28, EXCEPT a tract described as 4.7 acres, more or less, beginning on the North bank of Grand River and on the line dividing on the East and West halves of the Southeast Quarter of said Section 28; thence North on subdivision line 56 rods; thence West to center of river; thence Southeasterly with meanderings of said river to Place of Beginning; and ALSO EXCEPT a tract beginning 19.86 chains South and 4.2 chains West of the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section; thence North 686 feet; thence West 2.25 chains; thence South 686 feet; thence East to the Place of Beginning, all in Township 45, Range 33, Cass County, Missouri.

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TRACT 21:

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, and part of the Southwest Quarter of the Northeast Quarter, in Section 28, Township 45, Range 33, Cass County, Missouri, described as beginning at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, aforesaid, run thence South 2 degrees 15 minutes 13 seconds East along the East line thereof, 1321.74 feet to the Southeast corner of said Quarter Quarter Section; thence North 89 degrees 38 minutes 27 seconds West along the South line of said Quarter Quarter Section, 1319.05 feet to the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 28; thence North 2 degrees 09 minutes 55 seconds West along the West line of said Quarter Quarter Section, 1006.02 feet to a point in the approximate centerline of Grand River as now located; thence Northerly along the meanderings of the approximate centerline of Grand River the following courses: North 70 degrees 58 minutes 49 seconds West, 95.44 feet; thence North 62 degrees 22 minutes 26 seconds West, 85.33 feet; thence North 44 degrees 07 minutes 33 seconds West, 74.28 feet; thence North 28 degrees 48 minutes 08 seconds West, 80.61 feet; thence North 2 degrees 56 minutes 15 seconds East, 30.31 feet; thence North 30 degrees 10 minutes 46 seconds East, 32.46 feet; thence North 37 degrees 39 minutes 25 seconds East, 57.85 feet; thence North 26 degrees 15 minutes 05 seconds East, 60.58 feet; thence North 7 degrees 41 minutes 11 seconds East, 95.81 feet; thence North 5 degrees 20 minutes 56 seconds West, 66.66 feet; thence North 20 degrees 06 minutes 48 seconds West, 37.35 feet; thence North 40 degrees 49 minutes 56 seconds West, 178.25 feet; thence North 34 degrees 05 minutes 01 seconds West, 49.20 feet; thence North 7 degrees 13 minutes 42 seconds West, 86.63 feet; thence North 20 degrees 02 minutes 35 seconds West, 79.32 feet; thence North 28 degrees 22 minutes 22 seconds West, 59.82 feet; thence leaving the approximate centerline of said Grand River, North 87 degrees 15 minutes 54 seconds East along an existing fence line and the projection thereof, 357.39 feet to a point on the East line of the Southwest Quarter of the Northeast Quarter of said Section 28; thence South 2 degrees 10 minutes 44 seconds East along said East line, 639.90 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 28; thence South 89 degrees 37 minutes 24 seconds East along the North line of said Quarter Quarter Section, 1317.03 feet to the Point of Beginning; EXCEPT THEREFROM the following described tract of land: From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, aforesaid, run thence South 2 degrees 15 minutes 13 seconds East along the East line thereof, 1280.74 feet to the center of the County Road running West; thence South 89 degrees 26 minutes 17 seconds West, along the centerline of said County Road, 701.00 feet to the True Point of Beginning; thence continuing South 89 degrees 26 minutes 17 seconds West, 295.16 feet; thence North 0 degrees 33 minutes 43 seconds West, 295.16 feet; thence North 89 degrees 26 minutes 17 seconds East, 295.16 feet; thence South 0 degrees 33 minutes 43 seconds East, 295.15 feet to the Point of Beginning.

TRACT 22:

Part of a tract of land described in Book 1410 page 218 and Book 741 page 126 in the Office of the Recorder of Deeds, in Cass County, Missouri, being part of the West Half of Lot 7 of the Northwest Quarter of fractional Section 5, Township 44, Range 33, Cass County, Missouri, described as follows:

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Beginning at the Northwest corner of Lot 7 of the Northwest Quarter of fractional Section 5, aforesaid, run thence South 00 degrees 21 minutes 27 seconds East along the West line thereof, 1938.90 feet to the Southwest corner of said Lot 7; thence North 89 degrees 08 minutes 25 seconds East along the South line thereof, 42.55 feet to a point on the East right-of-way line of Missouri State Route D as now located, said point being the True Point of Beginning of the tract to be described; thence North 0 degrees 26 minutes 122 seconds West along said right-of-way, 12.90 feet; thence along said right-of-way line on a curve to the right, having a radius of 7274.41 feet, a chord bearing of North 02 degrees 13 minutes 32 seconds East, and an arc length of 676.00 feet; thence North 61 degrees 21 minutes 47 seconds East, 115.26 feet; thence North 74 degrees 19 minutes 17 seconds East, 183.22 feet; thence North 84 degrees 25 minutes 00 seconds East, 484.62 feet; thence South 0 degrees 33 minutes 00 seconds East, 828.18 feet to a point on the South line of Lot 7 of the Northwest Quarter of said fractional Section 5; thence South 89 degrees 08 minutes 25 seconds West along said South line, 794.08 feet to the True Point of Beginning.

TRACT 23:

The West Half of Lot 7 of the Northwest Quarter of Section 4, in Township 44, Range 33, in Cass County, Missouri.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

Issued by
Fidelity National Title Insurance Company

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4.
5. If the closing for the subject property is to be conducted by the Company, all funds due from the purchaser or purchaser's lender must be in the form of a Cashier's Check, Certified Check or wire transfer. If any part of the sale proceeds is required for the payoff of existing mortgages, or other liens, then such funds must be in the form of a wire transfer.

The above applies to all closings unless specific arrangements are made with the Company. Due to the Company's lack of control of electronic funds transfers through the Federal Reserve System, the Company cannot accept financial responsibility for any delays in the clearing of wire transferred funds.

6. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires that the proposed Power of Attorney form be submitted for approval not less than three (3) business days prior to the scheduled closing. The Company may then make additional requirements or exceptions to this Commitment.
7. If requested by the Company, provide evidence satisfactory to the Company that the improvements located on the subject property do not or will not consist of a house trailer, mobile home or manufactured housing unit.
8. If there has been construction, improvements or repairs to or upon the subject property within the last twelve (12) months, neither this commitment, nor any policy of title insurance issued pursuant to this commitment, will insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

The Company may provide, but is not obligated to provide, such insurance upon the lender, builder or owner making satisfactory arrangements with the Company for the furnishing for review of final affidavits, lists of contractors and suppliers, schedule of disbursements, final waivers of lien, and other information and indemnities that the Company may require. The Company will charge a to be determined fee for such a review. If such insurance is to be requested or required, the Company must be informed of same prior to any closing.

Should any portion of the loan proceeds secured by any Deed of Trust to be insured hereunder be used for construction, improvements or repairs, the Company must be notified in writing, and hereby reserves the right to add additional requirements or exceptions to this commitment. Failure to notify the Company in writing before closing will invalidate any mechanic's lien coverage given by the policy.

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9. Section 381.022.5 RSMo (effective 08/28/2016) requires, in part, that a title insurer, title agency or title agent may not act as an escrow, settlement, or closing agent in a residential real estate transaction unless, as part of the same transaction, the title agency or title agent issues a commitment, binder, or title insurance policy, and Closing Protection Letters (CPL) have been issued protecting the buyer/lender and seller interests.

The statute does not specifically define the CPL, but each title underwriter has filed with the Missouri Department of Insurance a form CPL which generally indemnifies a buyer, lender or seller solely against losses, not to exceed the amount of the settlement funds, only because of the following acts of the title agency or title agent: (a) acts of theft of settlement funds or fraud with regard to settlement funds; and (b) failure to comply with written closing instructions by the proposed insureds when agreed to by the title agency or title agent relating to the title insurance coverage.

The issuance of the CPL is mandatory, and the statute does not permit any waiver of the protections provided by the CPL by any party to the transaction.

Each CPL has a fee of \$25.00.

10. Original "wet ink" signatures for all documents to be recorded, or digital reproductions of "wet ink" signatures on other documents, shall be required for all documents that require a signature, unless such requirement is expressly waived by the Company. Under no circumstances shall the use of e-mails, text messages or other electronic communications constitute an agreement to accept electronic or computer generated signatures with respect to the transaction contemplated by this commitment.
11. The Company has prepared this Commitment assuming the issuance of a standard form ALTA 2006 (Rev. 2016) owner and/or lender policy without any endorsements. The prospective owner and/or lender must notify the Company in writing not less than ten (10) business days prior to closing if the owner and/or lender requires any specific endorsement(s) to the policy. The Company may then make additional requirements or exceptions to this Commitment.
12. If the proposed insured elects to obtain a Surveyor's Real Property Report of the subject land in lieu of a survey prepared in accordance with Missouri Minimum Standards for Property Boundary Surveys, also known as a boundary or stake survey, the following exception will appear in Schedule B of the Owner's Policy when issued:
- Any discrepancies between the actual boundaries of the land and the apparent boundaries as indicated by fences, plantings or other improvements.
13. Standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment must be provided. Note: Due to office closures related to COVID-19 we may be temporarily unable to record documents in the normal course of business.
14. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
15. Any documents requiring notarization to be tendered to Company that will be notarized by a notary public appointed by The State of Virginia must be delivered for review no less than 72 hours prior to closing.
16. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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- 17. Pay any unpaid Sewer Assessments, if any.
- 18. Pay any unpaid Subdivision Assessments, if any.
- 19. Pay 2020 delinquent general taxes by the County of Cass.

NOTE: The following is provided for informational purposes only. While we have obtained this information from sources we consider to be reliable, we do not guarantee its accuracy. You should contact the Assessor's office to verify the information.

TRACT 1:
Property Address: 2707 East State Route Y
Tax I.D. No.: 2579700
2020 St./Co./Ci. Real Estate Tax: \$1,076.50 (delinquent)
2020 Assessed Value: \$13,240.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 2:
Property Address: East State Route Y
Tax I.D. No.: 2580300
2020 St./Co./Ci. Real Estate Tax: \$24.19 (delinquent)
2020 Assessed Value: \$310.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 3:
Property Address: South Laffoon Road
Tax I.D. No.: 2579801
2020 St./Co./Ci. Real Estate Tax: \$1,663.52 (delinquent)
2020 Assessed Value: \$20,460.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 4:
Property Address: 24514 South Laffoon Road
Tax I.D. No.: 2579800
2020 St./Co./Ci. Real Estate Tax: \$30.91 (delinquent)
2020 Assessed Value: \$380.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

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27C165B72

ALTA Commitment for Title Insurance 8-1-16 w-KS MO Mod
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TRACT 5:
Property Address: 2111 East State Route Y
Tax I.D. No.: 2578900
2020 St./Co./Ci. Real Estate Tax: \$313.85 (delinquent)
2020 Assessed Value: \$3,860.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 6:
Property Address: East State Route Y
Tax I.D. No.: 2578300
2020 St./Co./Ci. Real Estate Tax: \$132.54 (delinquent)
2020 Assessed Value: \$1,630.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 7:
Property Address: South State Route D
Tax I.D. No.: 2578801
2020 St./Co./Ci. Real Estate Tax: \$144.73 (delinquent)
2020 Assessed Value: \$1,780.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 8:
Property Address: South Prospect Avenue
Tax I.D. No.: 2577900
2020 St./Co./Ci. Real Estate Tax: \$43.91 (delinquent)
2020 Assessed Value: \$540.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 9:
Property Address: 1805 East State Route Y
Tax I.D. No.: 2579300
2020 St./Co./Ci. Real Estate Tax: \$1,812.32 (delinquent)
2020 Assessed Value: \$22,290.00 (Residential)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 10:
Property Address: 251st Street
Tax I.D. No.: 2613604
2020 St./Co./Ci. Real Estate Tax: \$159.02 (delinquent)
2020 Assessed Value: \$1,880.00 (Agricultural)
2020 Mill Levy: .074619
2019 and prior are paid

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TRACT 11 (1 OF 2):
Property Address: 24903 South State Route D
Tax I.D. No.: 2605700
2020 St./Co./Ci. Real Estate Tax: \$1,832.31 (delinquent)
2020 Assessed Value: \$150.00 (Agricultural);\$21,020.00 (Residential)
2020 Mill Levy: .076352
2019 and prior are paid

TRACT 11 (2 OF 2):
Property Address: South State Route D
Tax I.D. No.: 2578800
2020 St./Co./Ci. Real Estate Tax: \$252.03 (delinquent)
2020 Assessed Value: \$3,100.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 12:
Property Address: South State Route D
Tax I.D. No.: 2578101
2020 St./Co./Ci. Real Estate Tax: \$35.77 (delinquent)
2020 Assessed Value: \$440.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 13:
Property Address: 24707 South State Route D
Tax I.D. No.: 2578000
2020 St./Co./Ci. Real Estate Tax: \$4.32 (delinquent)
2020 Assessed Value: \$50.00 (Agricultural)
2020 Mill Levy: .076352
2019 and prior are paid

TRACT 14:
Property Address: East 241st Street
Tax I.D. No.: 2572400
2020 St./Co./Ci. Real Estate Tax: \$82.13 (delinquent)
2020 Assessed Value: \$1,010.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 15:
Property Address: South State Route Y
Tax I.D. No.: 2578400
2020 St./Co./Ci. Real Estate Tax: \$313.02 (delinquent)
2020 Assessed Value: \$3,850.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

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TRACT 16:
Property Address: 1909 East 241st Street
Tax I.D. No.: 2572900
2020 St./Co./Ci. Real Estate Tax: \$2,268.43 (delinquent)
2020 Assessed Value: \$1,520.00 (Agricultural); \$26,380.00 (Residential)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 17:
Property Address: South State Route D
Tax I.D. No.: 2578200
2020 St./Co./Ci. Real Estate Tax: \$143.10 (delinquent)
2020 Assessed Value: \$1,760.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 18 (1 OF 2):
Property Address: South State Route Y
Tax I.D. No.: 2578600
2020 St./Co./Ci. Real Estate Tax: \$95.94 (delinquent)
2020 Assessed Value: \$1,180.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 18 (2 OF 2):
Property Address: South State Route Y
Tax I.D. No.: 2578700
2020 St./Co./Ci. Real Estate Tax: \$85.37 (delinquent)
2020 Assessed Value: \$1,050.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 19:
Property Address: 24110 South Prospect & 24108 Avenue
Tax I.D. No.: 2573500
2020 St./Co./Ci. Real Estate Tax: \$1,527.74 (delinquent)
2020 Assessed Value: \$4,640.00 (Agricultural); \$14,150.00 (Residential)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 20:
Property Address: 1906 East 241st Street
Tax I.D. No.: 2572500
2020 St./Co./Ci. Real Estate Tax: \$1,200.88 (delinquent)
2020 Assessed Value: \$3,760.00 (Agricultural); \$11,010.00 (Residential)
2020 Mill Levy: .071724
2019 and prior are paid

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TRACT 21 (1 OF 2):
Property Address: South Prospect Avenue
Tax I.D. No.: 2573600
2020 St./Co./Ci. Real Estate Tax: \$6.51 (delinquent)
2020 Assessed Value: \$80.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 21 (2 OF 2):
Property Address: South Prospect Avenue
Tax I.D. No.: 2573501
2020 St./Co./Ci. Real Estate Tax: \$91.07 (delinquent)
2020 Assessed Value: \$1,120.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 22:
Property Address: South State Route D
Tax I.D. No.: 2616500
2020 St./Co./Ci. Real Estate Tax: \$52.06 (delinquent)
2020 Assessed Value: \$640.00 (Agricultural)
2020 Mill Levy: .071724
2019 and prior are paid

TRACT 23:
Property Address: 25125 South Prospect Avenue
Tax I.D. No.: 2611000
2020 St./Co./Ci. Real Estate Tax: \$1,455.75 (delinquent)
2020 Assessed Value: \$3,850.00 (Agricultural); \$13,360.00 (Residential)
2020 Mill Levy: .074619
2019 and prior are paid

NOTE RE: SCHEDULE B-II STANDARD EXCEPTION DELETIONS:

Items 1 and 5 will be deleted from the Policy to be issued pursuant to this Commitment upon receipt by the Company of the Company's appropriately executed and acceptable, standard-form Closing Affidavit.

Items 2, 3 and 4 will be deleted from the Policy to be issued pursuant to this Commitment upon receipt by the Company of a current survey certified to be in accordance with the Missouri Minimum Standards for Property Boundary Surveys, and accurately reflects all improvements. An ALTA/NSPS survey acceptable to the Company must be furnished if the property is not a one-to-four family residential.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

Issued by
Fidelity National Title Insurance Company

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. **All assessments and taxes for the year 2020 and all subsequent years for the County of Cass.**
7. **The land in question is within the boundary of Public Water Supply District No. 7, as shown by Decree of the Circuit Court of Cass County, Missouri, dated June 30, 1972, a copy of which is of record as Indenture Book 154, in the office of Recorder of Deeds, Cass County, Missouri and as amended to permit the construction, maintenance and operation of common sewer treatment facilities, filed July 07, 1999, as fully shown by instrument of record in Book 1794 at Page 179.**
8. **Terms and conditions of right-of-way easement in favor of State of Missouri, recorded June 02, 1955, as fully shown by instrument of record in Book 399 at Page 180. (Affects Tracts 1, 2 and 23)**
9. **Terms and conditions of right-of-way easement in favor of Public Water Supply District No. 7, dated August 30, 1979, filed October 10, 1979, as fully shown by instrument of record in Book 754 at Page 121. (Affects Tracts 1, 2 and 23)**
10. **Terms and conditions of easement in favor of the State of Missouri, as shown by instrument dated June 20, 1955, filed July 25, 1955, as fully shown by instrument of record in Book 399, Page 184. (Affects Tract 1)**
11. **Terms and conditions of easement in favor of Kansas City Power & Light Company, as shown by instrument dated January 20, 1955, filed December 22, 1955, as fully shown by instrument of record in Book 369 at Page 191. (Affects Tract 1)**
12. **Terms and conditions of right-of-way easement in favor of Public Water Supply District No. 7, as shown by instrument dated April 10, 1979, filed May 18, 1979, as Indenture Book 248 at Page 44. (Affects Tracts 1 and 2)**
13. **Easement in favor of Kansas City Power & Light Company filed of record in Book 1070 at page 156. (Affects Tract 1)**
14. **Rights acquired by the County of Cass for road purposes, as fully shown by instrument dated April 08, 1941, filed April 29, 1941, as fully shown by instrument of record in Book 322 at Page 309. (Affects Tract 23)**

15. Terms and conditions of easement in favor of Kansas City Power & Light Company, dated January 06, 1972, filed January 19, 1972, as fully shown by instrument of record in Book 554 at Page 470 and as dated September 29, 1981 and recorded October 07, 1981, as fully shown by instrument of record in Book 808 at Page 31. (Affects Tract 23)
16. Terms and conditions of easement in favor of Kansas City Power & Light Company, dated September 18, 1930, filed December 02, 1930, as fully shown by instrument of record in Book 290 at Page 618. (Affects Tracts 5 and 9)
17. Terms and conditions of right-of-way easement in favor of Kansas City Power & Light Company, dated May 24, 1944, filed July 01, 1944, as fully shown by instrument of record in Book 336 at Page 566.(Affects Tracts 5 and 9)
18. Terms and conditions of easement in favor of the State of Missouri, dated June 06, 1955, filed July 25, 1955, as fully shown by Instrument of record in Book 399, Page 185. (Affects Tracts 5 and 9)
19. Terms and conditions of right-of-way easement in favor of the State of Missouri, dated September 12, 1955, filed September 14, 1955, as fully shown by instrument of record in Book 399 at Page 205. (Affects Tracts 5 and 9)
20. Terms and conditions of right-of-way easement in favor of Cities Service Gas Company, dated August 13, 1963, filed August 23, 1963, as fully shown by instrument of record in Book 458 at Page 385. (Affects Tracts 5 and 9)
21. Terms and conditions of right-of-way easement in favor of Public Water Supply District No. 7, dated June 25, 1979, filed August 16, 1979, as shown by Indenture Book 248 at Page 207. (Affects Tracts 5 and 9)
22. Terms and conditions of right-of-way easement in favor of the City of Cleveland, filed October 01, 1991, as fully shown by instrument of record in Book 1183 at Pages 199 and 200. (Affects Tracts 5 and 9)
23. Terms and conditions of right-of-way easement in favor of H.F. Sinclair, dated March 07, 1917, recorded April 27, 1917, as fully shown by instrument of record in Book 227 at Page 124; assigned to Sinclair-Cudahy Pipe Line Company, dated September 28, 1917, recorded October 13, 1917, as fully shown by instrument of record in Book 227 at Page 476; further assigned to O.R. Burden Construction Corp., dated August 05, 1955, recorded August 08, 1955, as fully shown by instrument of record in Book 400 at Page 451 and a Purchase Option in favor of Tower Pipeline, Inc., as fully shown by instrument of record in Book 914 at Page 115. (Affects Tracts 6, 7, 14, 15 and 20)
24. Terms and conditions of easement in favor of Kansas City Power & Light Company, dated September 19, 1930, recorded December 02, 1930, as fully shown by instrument of record in Book 290 at Pages 624 and 625. (Affects Tracts 6, 7, 14 and 15)
25. Survey filed February 11, 2008 as Document No. 405134 in Survey Book 19 at page 83. (Affects Tract 10)
26. Survey filed February 11, 2008 as Document No. 405135 in Survey Book 19 at page 84. (Affects Tract 22)
27. Easement granted to the State of Missouri for Highway purposes, as shown by deed of record in Book 355 at Page 479. (Affects Tract 11)
28. Terms and conditions of utility easement in favor of the City of Cleveland, dated March 14, 1967, recorded March 12, 1968, as fully shown by instrument of record in Book 513 at Page 485. (Affects Tract 11)
29. Terms and conditions of right-of-way easement in favor of the City of Cleveland, filed October 1, 1991, as fully shown by instrument of record in Book 1183 at Page 202. (Affects Tract 11)
30. Terms and conditions of easement in favor of the City of Cleveland, dated November 23, 1990, recorded October 28, 1991, as fully shown by instrument of record in Book 1188 at Page 55. (Affects Tract 11)
31. Terms and conditions of right-of-way easement in favor of Public Water Supply District No. 7, dated November 15, 1979, recorded December 13, 1979, as fully shown by instrument of record in Indenture Book 248 at Page 432. (Affects Tracts 3 and 6)
32. Terms and conditions of easements granted to Kansas City Power & Light Company, dated January 14, 1946, recorded April 29, 1946, as fully shown by instrument of record in Book 352 at Page 8 and by instrument dated December 22, 1947, recorded February 11,

1948, as fully shown by instrument of record in Book 352 at Page 29 and instrument dated June 19, 1984, recorded June 25, 1984, as fully shown by instrument of record in Book 870 at Page 119. (Affects Tracts 3 and 4)

33. Terms and conditions of right-of-way easement in favor of the State of Missouri, as it appears in the Report of Commissioners dated March 15, 1956, recorded March 15, 1956, as fully shown by instrument of record in Book 406 at Page 186. (Affects Tracts 6 and 18)
34. Terms and conditions of permanent and construction right-of-way easement in favor of the City of Cleveland, as shown by instrument recorded October 28, 1991, as fully shown by instrument of record in Book 1188 at Page 54. (Affects Tract 6)
35. Terms and conditions of right-of-way conveyance in favor of the County of Cass, State of Missouri, filed April 15, 1941, as fully shown by instrument of record in Book 322 at Page 291. (Affects Tracts 15 and 16)
36. Terms and conditions of easement in favor of Kansas City Power & Light Company, filed April 29, 1946, as fully shown by instrument of record in Book 352 at Page 4. (Affects Tracts 15 and 16)
37. Terms and conditions of easement in favor of the State of Missouri, acting by and through the State Highway Commission of Missouri, filed April 14, 1947, as fully shown by instrument of record in Book 355 at Page 469. (Affects Tracts 15 and 16)
38. Terms and conditions of easement in favor of the State of Missouri, acting through the State Highway Commission of Missouri, filed October 31, 1967, as fully shown by instrument of record in Book 518 at Page 194. (Affects Tracts 15 and 16)
39. Terms and conditions of easement in favor of the State of Missouri, acting through the State Highway Commission of Missouri, filed September 14, 1955, as fully shown by instrument of record in Book 399 at Page 203. (Affects Tracts 15 and 16)
40. Terms and conditions of water main easement in favor of the City of Cleveland, Missouri, filed August 03, 1999, as fully shown by instrument of record in Book 1803 at Page 106. (Affects Tracts 15 and 16)
41. Terms and conditions of irrigation agreement between the City of Cleveland and Seba Bros. Properties, Inc., dated December 17, 1991, filed December 24, 1991, as fully shown by instrument of record in Book 1196 at Page 231. (Affects Tract 3)
42. Terms and conditions of easement between Seba Bros. Properties, Inc., and Kansas City Power & Light Company, as fully shown by instrument of record in Book 1725 at Page 77. (Affects Tract 3)
43. Easements or right-of-ways in favor of Public Water Supply District No. 7 of Cass County, Missouri, of record in Book 2932 at Page 535, Book 2932 at Page 537, Book 2932 at Page 540, Book 2932 at Page 542 and Book 2932 at Page 545. (Affects Tracts 1, 2, 3, 4, 5, 6, 7, 11, 12, 14, 15, 16 and 23)
44. Terms and conditions of right-of-way in favor of H.F. Sinclair, of record in Book 227 at Pages 124 and 476. By subsequent matters of record name has been changed to Service Pipe Line Company, of record in Book 370 at Page 411, and further changed to Amoco Pipeline Company, of record in Book 498 at Page 436. (Affects Tract 17)
45. Terms and conditions of Oil, Gas and Mineral Lease between T.E. Reedy and M.J. Reedy and Western Chemical Aniline Asphalt Co., of record in Book 227 at Page 314. (Affects Tract 16)
46. Easement or right-of-way in favor of H.F. Sinclair, of record in Book 227 at Page 124, which has been assigned to O.R. Burden Construction Corp., of record in Book 400 at Page 451. (Affects Tract 16)
47. Easements or right-of-ways in favor of Cities Service Gas Company, of record in Book 288 at Page 373 and Book 458 at Page 386. (Affects Tract 10 and 22)
48. Easement or right-of-way in favor of Cities Service Gas Company, of record in Book 288 at Page 566. (Affects Tract 8)
49. The land in question is within the boundary of Public Water Supply District No. 7, as shown by Decree of the Circuit Court of Cass County, Missouri, dated June 30, 1972, a copy of which is of record as Indenture Book 154, in the Office of the Recorder of Deeds, Cass County, Missouri, and as amended to permit the construction, maintenance and operation of common sewer treatment facilities, filed July 07, 1999, as fully shown by instrument of record in Book 1794 at Page 179. (Affects Tracts 10, 16, 17 and 22)

50. Easement or right-of-way in favor of Public Water Supply District No. 7, of record in Book 248 at Page 60. (Affects Tracts 10 and 22)
51. Rights acquired to Cass County, Missouri for road purposes of record in Book 322 at Pages 309 & 312. (Affects Tract 8)
52. Easement or right-of-way in favor of Stanolind Pipe Line Company, of record in Book 329 at Page 476. (Affects Tract 12)
53. Easement or right-of-way in favor of Kansas City Power & Light Company, of record in Book 352 at Page 8. (Affects Tract 16)
54. Easements or right-of-ways in favor of State of Missouri, of record in Book 355, Page 473, and Book 355, Page 471. (Affects Tract 12)
55. Easements or right-of-ways in favor of City of Cleveland, of record in Book 513 at Page 484 and Book 524 at Page 353. (Affects Tract 12)
56. Easement or right-of-way in favor of Kansas City Power & Light Company, of record in Book 715 at Page 220. (Affects Tract 12)
57. Easement or right-of-way in favor of Kansas City Power & Light Company, of record in Book 790 at Page 79. (Affects Tracts 10 and 22)
58. Easement or right-of-way in favor of Public Water Supply District No. 7, of record in Book 794 at Page 12. (Affects Tract 8)
59. Easement or right-of-way in favor of City of Cleveland, of record in Book 1231 at Page 201. (Affects Tract 12)
60. A portion of the land in question is within the boundaries of Public Water Supply District No. 2 Terms and conditions of Decree affecting the land and other property as set forth in Book 1230 at Page 5. (Affects Tracts 16 and 17)
61. Terms and conditions of a perpetual easement for the maintenance and repair of a gas pipe line over and across the South Half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, as now located and established as shown by Trustee's Deed of record in Book 2130 at Page 104. (Affects Tract 8)
62. Easement or right-of-way in favor of Public Water Supply District No. 7 of Cass County, Missouri, of record in Book 2932 at Page 537. (Affects Tract 12)
63. The subject property may be located within the boundaries of Western Cass Fire Protection District, as set forth in the instrument recorded in Book 831 at Page 86 and in Book 835 at Page 25, and may be subject to assessments by reason thereof. (Affects Tract 8)
64. Easements or right-of-ways in favor of the State of Missouri filed of record in Book 355 at pages 471 and 473, in Book 399 at page 204 and in Book 433 at Page 293. (Affects Tract 13)
65. Easement or right-of-way in favor of the City of Cleveland, Missouri filed in Book 524 at page 337. (Affects Tract 13)
66. Irrigation Agreement filed August 9, 2013 by and between the City of Cleveland, Missouri and Seba Bros. Farms, Inc. as Document No. 529217 in Book 3723 at page 313. (Affects Tracts 3 and 11)
67. Part of the land in question is within the boundaries of Public Water Supply District No. 2., as shown by Decree of the Circuit Court of Cass County, Missouri, filed in Book 513 at pages 282 and 283 and in Book 1230 at page 5. (Affects Tracts 3, 6, 16, 17, 18, 20 and 21)
68. Easement and right-of-way in favor of Kansas City Power & Light Company filed of record in Book 352 at page 134. (Affects Tract 18)
69. Easement or right-of-way in favor of Cudahy Pipe Line Company filed of record in Book 227 at page 122, which was last assigned to O.R. Burden Construction Corp by the instrument recorded in Book 400 at page 451. (Affects Tract 18)
70. Easement or right-of-way in favor of Kansas City Power & Light Company filed of record in Book 352 at page 14. (Affects Tract 19)
71. Easement or right-of-way in favor of AKAWA Natural Gas, LLC, a Kansas limited liability company filed of record in Book 2215 at page 62. (Affects Tract 19)
72. Easement or right-of-way in favor of Kansas City Power & Light Company filed of record in Book 352 at page 3. (Affects Tract 20)

73. Easement or right-of-way in favor of Water Supply District No. 2 filed of record in Book 543 at pages 162 and 347. (Affects Tract 20)
74. Gas Lease in favor Osborn Energy, LLC filed of record in Book 2215 at page 63. (Affects Tract 19)
75. Nothing herein, including the legal description, shall be construed as insuring acreage.
76. Financing statements, if any, affecting crops grown, or to be grown on the land in question.
77. Rights of the United States of America and the Public in and to lands lying below the high water line of the Grand River and in and to the land lying between the harbor or levy lines, as established by any governmental authority and the low water line of the Grand River.

NOTE: The policy, when issued, will not insure the title described herein as to any land which may comprise the bed of the Grand River.

Subject to any Federal Flood Control Act, Submerged Land Act or other related legislation.

Subject to any inconsistencies of the above boundaries caused by accretions, avulsions, or relictions.

Provided no portion of the herein described property lies within any islands, now or formerly existing in the Grand River. (Affects Tracts 20 and 21)

78. Rights of riparian owners in and to the free and unobstructed flow of the Grand River. (Affects Tracts 20 and 21)
79. Sewer assessments, if any.
80. Subdivision assessments, if any.
81. Rights of parties in possession or with an equitable interest under any unrecorded instruments, including (without limitation) leases, month-to-month tenancies, contracts for deed or installment sale contracts.
82. Deed of Trust executed by Seba Bros. Farms, Inc., a Missouri corporation, successor to Seba Bros. Land Co., Inc. and Seba Bros Properties, Inc., by reason of name change with Missouri Secretary of State to Trustee Corporation, Inc., trustee for BMO Harris Bank N.A., dated May 9, 2016 and recorded on May 12, 2016 in Book 4001 page 13.

NOTE: The above Deed of Trust secures future advances pursuant to Section 443.055 of the RSMo.

Assignment of Rents to BMO Harris Bank N.A., by the instrument recorded in Book 4001 page 14.

Modification of the above Assignment of Rents by an instrument recorded on April 3, 2017 in Book 4112 page 71.

Modification of the above Deed of Trust by an instrument recorded on April 3, 2017 in Book 4112 page 76.

83. Deed of Trust executed by Seba Bros. Farms, Inc., a Missouri corporation, successor to Seba Bros. Land Co., Inc. and Seba Bros Properties, Inc., by reason of name change with Missouri Secretary of State to Trustee Corporation, Inc., Trustee for BMO Harris Bank N.A., dated September 16, 2016 and recorded on October 5, 2016 in Book 4054 page 1.

NOTE: The above Deed of Trust secures future advances pursuant to Section 443.055 of the RSMo.

Modification of the above Deed of Trust by an instrument recorded on April 3, 2017 in Book 4112 page 75.

84. Transcript Judgment rendered August 2, 2018 in the Circuit Court of the County of Cass, against Seba Bros. Farms, Inc. in favor of Lippert Family Trust for being Cause No. 18CA-TJ00067.
85. NOTE: We find pending in the Circuit Court of Cass County, Cause No. 18CA-CC00394, styled Travis Marr vs. Seba Bros. Farms, Inc., et al. At the date hereof, this case has not come to judgment.

86. NOTE: We find pending in the Circuit Court of Cass County, Cause No. 20CA-CC00198, styled Michael C. Oyster vs. Seba Bros. Farms, Inc., et al. At the date hereof, this case has not come to judgment.
87. NOTE: We find pending in the Circuit Court of Cass County, Cause No. 20CA-CC00233, styled Deere Credit, Inc., a/k/a John Deere Financial vs. Deba Bros Farms Inc et al. At the date hereof, this case has not come to judgment.

St. Louis Title, LLC PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain non-public information. We understand that you may be concerned about what we will do with such information-particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. To help explain and provide you with a privacy notice, we adopted this Privacy Policy to govern the use and handling of your personal information. The provisions of this Privacy Policy Notice apply to former and current customers of ours unless otherwise stated.

Applicability

This Privacy Policy governs our use of the information that you provide us. It does not govern the manner how we may use information we obtained from any other source, such as information obtained from a public record, or from another person or entity. To provide protection to you, we also adopted broader guidelines that govern our use of non-public personal information regardless of its source. We call our guidelines Terms of Use, a copy of which can be found on our website at www.stltitle.com.

Types of Information

Depending on the types of services you are utilizing, the types of non-public personal information that we collect include:

- Information we receive from you on applications, forms, and in other communications to us, whether in writing, in person, by telephone, or any other means. Such information includes lender account information, social security numbers, credit card information, credit reports, and other realtor or lender information provided to us.
- Information about your transactions with us, our affiliated companies, or others such as your lender or real estate agent.
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Information we collect assists us to handle your transaction. Therefore, we will not release your information to non-affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased as required by law or controlling regulations. Such information may be used for any internal purpose, such as quality control efforts, customer analysis, or any other regulatory required use. We may also provide all of the types of non-public personal information listed above to one or more of non-affiliated companies involved in real estate transactions we close. Such companies include financial service providers - like lenders, title insurers, property and casualty insurers, or companies involved in real estate services, such as escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to financial institutions as permitted by law or regulation.

Confidentiality and Security

We will use reasonably available technology to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will train and oversee our employees to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and our Terms of Use. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. If our efforts to safe guard your nonpublic information fails because of the company's gross negligence, the company will, when requested by you in writing, provide one year of identity theft protection, at our cost.

By initialing below, you acknowledge receiving our Privacy Policy Notice and agree not to opt out of the provisions as stated above. For further questions, please contact Wendy Cromer at wcromer@stltitle.com.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter signature by the Company or its issuing agent that may be in electronic form..

27C165B72

ALTA Commitment for Title Insurance 8-1-16 w-KS MO Mod
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3152

JUL 7 1972

RECORD ENTRY

STATE OF MISSOURI }
County of Cass } ss.

BE IT REMEMBERED, That heretofore, at the May Term, 19 72 of the Circuit Court within and for the County of Cass and State of Missouri, on the 30th day of June 19 72, the same being the Twenty-third Judicial Day of said Term, the following, among other proceedings, were had and entered of record before the Hon. Wm M. Kimberlin, Judge of the Seventeenth Judicial Circuit of the State of Missouri, and Ex-Officio Judge of the Cass County Circuit Court:

- 12-64 ✓
- 11-182 ✓
- 12-114 ✓
- 12-184 ✓
- 12-163 ✓
- 12-141 ✓
- 12-157 ✓
- 12-56 ✓
- 20 ✓

- 11-155 ✓
- 12-44 ✓
- 11-179 ✓
- 12-148 ✓
- 12-149 ✓
- 11-27 ✓
- 10-111 ✓
- 11-7 ✓
- 12-39 ✓
- 12-45 ✓

*Excepts existing
Freeman & Cleveland*

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI, AT HARRISONVILLE

IN RE: PUBLIC WATER SUPPLY DISTRICT NO. 7)
OF CASS COUNTY, MISSOURI)

CASE NO. 33050

FILED

JUN 30 1972

BILLY F. McCLAIN
CIRCUIT CLERK, CASS CO.

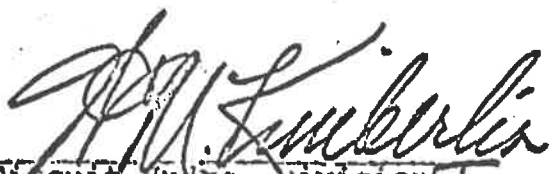
ORDER DECLARING DECREE OF INCORPORATION OF
PUBLIC WATER SUPPLY DISTRICT NO. 7
OF CASS COUNTY, MISSOURI
TO BE FINAL AND CONCLUSIVE

NOW on this 30th day of June, 1972, the Court finds that an election was duly held on the 24th day of June, 1972, upon the proposition of incorporation of Public Water Supply District No. 7 of Cass County, Missouri, and the returns have been duly certified to the Court by Judges and Clerks of said election.

Upon canvassing such returns, the Court finds that 212 voters voted for the proposition and no voters voted against the proposition.

The Court further finds that the proposition submitted in said election has been assented to by a majority of two-thirds of the qualified voters of the district voting on the proposition at such election; and that said election has been properly held in accordance with law.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, that the Decree of Incorporation of said district heretofore entered by this Court on June 12, 1972, is final and conclusive.


Circuit Judge, Division I
Seventeenth Judicial Circuit

FILED
JUN 12 1972
HARRISONVILLE,
BILLY F. McCLAIN
CIRCUIT CLERK, CASS CO.

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI, AT

IN RE: PUBLIC WATER SUPPLY DISTRICT NO. 7)
OF CASS COUNTY, MISSOURI.)

CASE NO. ~~33050~~ 33050

**DECREE OF INCORPORATION OF A
PUBLIC WATER SUPPLY DISTRICT**

On this 12th day of June, 1972, there comes on for hearing the Petition in this cause for the formation of a public water supply district. The petitioners appear by A. B. Cook, Harold Hatch and their attorney, Charles E. Hight.

The Court, being fully advised in the premises, finds:

That the Petition is in due and proper form, signed by at least fifty (50) owners of land within the boundaries of the proposed district and verified by at least one (1) of the signers of said Petition, has been filed in duplicate with the Clerk of this Court and was accompanied by a cash deposit of Fifty Dollars (\$50.00).

That due notice of said hearing has been signed by the Clerk of this Court and published in the Cass County Democrat-Missourian, a weekly newspaper of general circulation, for three (3) consecutive issues, the last such date of publication being 25th day of May, 1972, as provided by law.

That there have been no exceptions filed to the formation of said district.

That it is in the public interest to form such district with boundaries as prayed for in the Petition, and

THE COURT THEREFORE ORDERS, ADJUDGES AND DECREES that said Petition is hereby granted, and said public water supply district is hereby incorporated and shall be officially known as Public Water Supply District No. 7 of Cass County, Missouri.

200 feet South and 200 feet West of the SE corner of Section 16, T45N, R32W, thence South to a point 200 feet West of the SW corner of Section 22, T45N, R32W, thence East to the SE corner of the SW 1/4, Section 22, T45N, R32W, thence South to the SE corner of the SW 1/4 of Section 27, T45N, R32W, thence East to the SE corner, SW 1/4, SW 1/4, Section 26, T45N, R32W, thence South to the SE corner of the SW 1/4, SW 1/4, Section 35, T45N, R32W, thence West to the North and South centerline, Section 4, T44N, R32W, thence South to the center of Section 9, T44N, R32W, thence West to the center of Section 8, T44N, R32W, thence South to the centerline of the South Grand River, thence in a Southeasterly direction along the centerline of the South Grand River to the intersection with the East-West centerline of Section 2, T43N, R32W, thence East to the center of Section 2, T43N, R32W, thence South to the center of Section 11, T43N, R32W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, T45N, R33W, thence East to the center line of Section 27, T45N, R33W, thence North to the center of Section 15, T45N, R33W, thence East to the center of Section 18, T45N, R32W, thence North to the NW corner of the NE 1/4, Section 7, T45N, R32W, thence East to the point of beginning: except that area within the existing city limits of the cities of Freeman and Cleveland.

That said district be and the same is hereby divided into five (5) sub-districts of approximately the same area, numbered and bounded as follows:

Sub-district One (1):

Beginning at a point 200 feet West of the SW corner of Section 4, T45N, R32W, thence South to a point 200 feet South and 200 feet West of the SW corner of Section 16, T45N, R32W, thence East to a point 200 feet South and 200 feet West of the SE corner of Section 16, T45N, R32W, thence South to a point 200 feet West to the SW corner of Section 22, T45N, R32W, thence East to the SE corner of the SW 1/4, Section 22, T45N, R32W, thence South to the SE corner, SW 1/4 of Section 27, T45N, R32W, thence West to the NE corner of Section 33, T45N, R33W, thence South to the SE corner of Section 33, T45N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line of the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, T45N, R33W, thence East to the center of Section 27, T45N, R33W, thence North to the center of Section 15, T45N, R33W, thence East to the center of Section 18, T45N, R32W, thence North to the NW corner of the NE 1/4, Section 7, T45N, R32W, thence

Sub-district Two (2):

Beginning at a point, said point being the SE corner, SW 1/4, Section 27, T45N, R32W, thence East to the SE corner, SW 1/4, SW 1/4, Section 26, T45N, R32W, thence South to the SE corner, SW 1/4, SW 1/4, Section 35, T45N, R32W, thence West to the North and South centerline of Section 4, T44N, R32W, thence South to the center of Section 4, T44N, R32W, thence West to the West line of Section 3, T44N, R33W, thence South to the SE corner of Section 4, T44N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary lines of the states of Kansas and Missouri to the NW corner of Section 6, T44N, R33W, thence East to the SW corner of Section 34, T45N, R33W, thence North to the NW corner of Section 34, T45N, R33W, thence East to the point of beginning.

Sub-district Three (3):

Beginning at a point, said point being the center of Section 9, T44N, R32W, thence West to the center of Section 8, T44N, R32W, thence South to the centerline of the South Grand River, thence in a southeasterly direction along the centerline of the South Grand River to the intersection with the South line of Section 16, T44N, R32W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the NW corner of Section 7, T44N, R33W, thence East to the NW corner of Section 10, T44N, R33W, thence North to the East-West centerline of Section 3, T44N, R33W, thence East to the North-South centerline of Section 4, T44N, R32W, thence South to the point of beginning: except that area within the existing city limits of the city of Freeman.

Sub-district Four (4):

Beginning at a point, said point being the NW corner of Section 21, T44N, R32W, thence East to the centerline of the South Grand River, thence Southeasterly along the centerline of the South Grand River to the intersection with the South line of Section 27, T44N, R32W, thence West to the NW corner, NE 1/4, Section 34, T44N, R33W, thence South to the SW corner, SE 1/4, Section 34, T44N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the NW corner of Section 19, T44N, R33W, thence East to the point of beginning.

Sub-district Five (5):

Beginning at a point, said point being the NW corner of Section 34, T44N, R32W, thence East to the centerline of the South Grand River, thence Southeasterly along the centerline of the South Grand River to the intersection

That the first Board of Directors of said water district shall consist of five (5) resident freeholders, one (1) from each sub-district, to serve as members of the first Board of Directors as follows:

Sub-district One (1): L. B. Bartlett, to serve for a term of one (1) year.

Sub-district Two (2): Harold Hatch, to serve for a term of two (2) years.

Sub-district Three (3): Malcolm Simms, to serve for a term of two (2) years.

Sub-district Four (4): A. B. Cook, to serve for a term of three (3) years.

Sub-district Five (5): David Yahnig, to serve for a term of three (3) years.

That this Decree shall not become final and conclusive until it shall have been assented to by a majority of two-thirds of the qualified voters residing within the boundaries of Public Water Supply District No. 7 of Cass County, Missouri, voting at an election of such qualified voters, such election to be held on the 24th day of June, 1972, between the hours of 6:00 A.M. and 7:00 P.M.

The polling place shall be the Midway School House, located two and three-fourths (2 3/4) miles West of Freeman, Missouri, on No. 2 Highway.

The judges and clerks of the election shall be:

Judges: Cecil Starks
Bob Hockaday

Clerks: Virgil Beaty
Frederic Dillon

Alternates: Mrs. Frederic Dillon
Mrs. Glen Laffoon

The form of the ballot to be used at the election shall

PROPOSITION

Shall the Decree of the Circuit Court of Cass County, Missouri, rendered on the 12th day of June, 1972, incorporating Public Water Supply District No. 7 of Cass County, Missouri, become final and conclusive, and shall the Public Water Supply District No. 7 of Cass County, Missouri, be formed and incorporated in accordance with Chapter 247, Revised Statutes of Missouri?

YES

NO

Notice of said election shall be given by the Clerk of this Court and published as required by law. The results of the election shall be certified to this Court by the judges and clerks of election above named.

W.M. Kimberlin

WILLIAM M. KIMBERLIN,
Circuit Judge, Division #1
Seventeenth Judicial Circuit

Jun. 45 Pg 33

Dec. E² 22, 23, 24, 25, 26, E² + SW 27, S² 28, S² 29

Dist # 1

12-64 ✓ 12-114 ✓
11-182 ✓ 12-184 ✓
12-163 ✓

Jun. 45 Pg 33

Dec. 34, 35, 36 Dist # 2

12-64 ✓
12-163 ✓

Jun. 45 Pg 33

Dec E² 7, 8, 17, E² + SW 18, 19, 20, 21, E² 27, 28, 29, 30

Dist # 1

12-141 ✓
12-157 ✓ 12-56 ✓
11-58 ✓ 12-160 ✓

Jun 45 Pg 32

Dec 31, 32, 33, 34, W² 35 Dist # 2

12-141 ✓
11-166 ✓ 12-56 ✓

Jun. 44 Pg 33

Dec N² 4, N² 5, N² 6 Dist # 2

12-146 ✓ 11-54 ✓

Jun 44 Pg 33

CERTIFICATE OF CLERK

STATE OF MISSOURI,)
County of Cass.) ss.

I, BILLY F. McCLAIN, Clerk of the Circuit Court within and for the County of Cass and State of Missouri, do hereby certify the above and foregoing to be a true and perfect copy of the judgment and order of Court, as fully as the same appear of record and on file now in my office.

Done at my office in the City of Harrisonville, Cass County, Missouri, this 5th day of JULY, 19 72.

WITNESS MY HAND AND THE SEAL OF SAID COURT.

BILLY F. McCLAIN
Clerk of the Circuit Court Within and for Cass County, Missouri

By [Signature]
Deputy Clerk

Item 44 Pg 32

Sec 31, 32, 33, 34, SW 35 Dist # 5 12-148 ✓ 11-179 ✓ 12-44 ✓

Item 43 Pg 33 12-149 ✓ 11-27 ✓ 10-111 ✓

Sec 1, 2, 3, 4, 5, 6, N27, N28, N29, N210, N211, N212 Dist # 5

Item 43 Pg 32

Sec W2 2, 3, 4, 5, 6, N27, N28, N29, N210, NW11 Dist # 5

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

In the Matter of:)
)
PUBLIC WATER SUPPLY DISTRICT)
NO. 7 OF CASS COUNTY, MISSOURI)

99 JUN 28 PM 12: 19
Case No. 33050 FILED
CIRCUIT CLERK
CASS COUNTY, MO.

AMENDMENT OF DECREE OF INCORPORATION TO PERMIT
THE CONSTRUCTION, MAINTENANCE AND OPERATION OF COMMON
SEWER TREATMENT FACILITIES

Now on this 28th day of June, 1999, the Petition to Amend the Decree of Incorporation of the above Water District to authorize the construction, maintenance and operation of Common Sewer Treatment Facilities comes on for hearing. The Board of Directors of Public Water Supply District No. 7 of Cass County, Missouri, appears by its Superintendent and authorized representative, Leonard Whiting, by Todd Welsh, President of the Board of Directors of said Water District, and by its attorney, Charles E. Hight.

The Court after hearing evidence in support of the petition and being advised in the premises, finds as follows:

1. That Public Water Supply District No. 7 of Cass County, Missouri, was formed pursuant to a Decree of Incorporation entered on June 12, 1972, and following an election which was held on June 24, 1972, this Court entered an Order Declaring Decree of Incorporation of Public Water Supply District No. 7 of Cass County, Missouri, To Be Final and Conclusive, which Final Order was dated June 30, 1972.

2. The boundary lines of said Water District as initially established and which remain unaltered as of this date are as follows:

Mike Medsker, Recorder of Deeds ^{17 94}

Cass County, MO - Web Copy

Beginning at a point 200 feet West of the Southwest corner of Section 4, Township 45 North, Range 32 West, thence South to a point 200 feet South and 200 feet West of the Southwest corner of Section 16, Township 45 North, Range 32 West, thence East to a point 200 feet South and 200 feet West of the Southeast corner of Section 16, Township 45 North, Range 32 West, thence South to a point 200 feet West of the Southwest corner of Section 22, Township 45 North, Range 32 West, thence East to the Southeast corner of the Southwest Quarter of Section 22, Township 45 North, Range 32 West, thence South to the Southeast corner of the Southwest Quarter of Section 27, Township 45 North, Range 32 West, thence East to the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 26, Township 45 North, Range 32 West, thence South to the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 45 North, Range 32 West, thence West to the North and South centerline of Section 4, Township 44 North, Range 32 West, thence South to the center of Section 9, Township 44 North, Range 32 West, thence West to the center of Section 8, Township 44 North, Range 32 West, thence South to the centerline of the South Grand River, thence in a Southeasterly direction along the centerline of the South Grand River to the intersection with the East-West centerline of Section 2, Township 43 North, Range 32 West, thence East to the center of Section 2, Township 43 North, Range 32 West, thence South to the center of Section 11, Township 43 North, Range 32 West, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, Township 45 North, Range 33 West, thence East to the centerline of Section 27, Township 45 North, Range 33 West, thence North to the center of Section 15, Township 45 North, Range 33 West, thence East to the center of Section 18, Township 45 North, Range 32 West, thence North to the Northwest corner of the Northeast Quarter of Section 7, Township 45 North, Range 32 West, thence East to the point of beginning; except that area within the existing city limits of the cities of Freeman and Cleveland.

3. This Public Water Supply District is located in the West Central portion of Cass County, Missouri, and serves ten (10) or more separate properties all of which are located wholly within said District. This District currently has a customer base of approximately 1300 water users.

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

4. That no portion of the above described geographic area is presently being served with common sewer treatment facilities and no common sewer treatment facilities are being operated by any other political subdivision. None of the area within the above described boundary of said Water District is within the certified area of a sewer corporation as defined in Chapter 386 RSMo. and no portion of the above described area is within a common sewer district as defined in Chapter 644 RSMo.

5. That said Water District desires to engage in the construction, maintenance and operation of common sewer treatment facilities which shall be located exclusively within the district boundary of said Water District and that incidental thereto said Water District may enter into an agreement with a qualified provider for the construction, maintenance and operation of said facilities.

6. That the area within the boundary of this Water District is experiencing rapid development and growth and that the only source of solid waste and sewage treatment facilities are individually owned septic tanks with lateral fields, sewage treatment lagoons or other individual lot treatment facilities. That due to the soil types and rock formations encountered in this area, many of these individual treatment systems are inadequate and are malfunctioning with resulting discharge of inadequately treated waste to the surface of the ground, discharge onto the property of adjacent land owners and into the ditches of public road right of ways. The creation of common sewer treatment facilities will promote public health, welfare and sanitation within the boundary of said Water District.

7. That common sewer treatment facilities will be of particular importance within new residential subdivisions, especially those utilizing smaller lot sizes where individual treatment facilities are not practical.

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

8. That the boundary lines of the area to be served by sewer treatment facilities are identical to the boundary lines of the Water District as now established or as may be hereafter from time to time amended.

9. That notice of this hearing has been published in the Cass County Democrat-Missourian, a weekly newspaper of general circulation in Cass County, Missouri for three successive issues, the last such date of publication being May 7, 1999, and that the published hearing date of May 28, 1999 at 1:00 P.M. was continued by the Court to June 28, 1999 at 1:30 P.M. as authorized by Chapter 247 RSMo.

10. That no exceptions have been filed to the Petition seeking the Amendment of the Decree of Incorporation to authorize the construction, maintenance and operation of common sewer treatment facilities.

11. That it is in the public interest to Amend said Decree of Incorporation and to permit said Water District to authorize the construction, maintenance and operation of common sewer treatment facilities or to enter into an agreement with a qualified provider for the construction, maintenance and operation of said facilities.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Petition is hereby granted, and that the Decree of Incorporation entered on June 12, 1972 and the Order Declaring Decree of Incorporation of Public Water Supply District No. 7 of Cass County, Missouri, To Be Final and Conclusive dated June 30, 1972 are hereby Amended as requested in said Petition and said Water District is hereby authorized to engage in the construction, maintenance and operation of common sewer treatment facilities or to enter into an agreement with a qualified provider for the construction, maintenance and operation of said sewer treatment facilities.

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

Costs are hereby assessed against Petitioner.

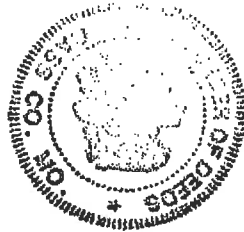
Joseph Dandurand
Circuit Judge, Division II
Seventeenth Judicial Circuit

I hereby certify the above and foregoing to be a true and correct copy of the original of which is filed and entered of record in this court.

ADA LEEDING, Circuit Clerk
Cass County, Missouri

BY *[Signature]*
Deputy Clerk

Dated 6-27-98



RECORDING FEE \$ 17.00
STATE USER FEE 13.00
TOTAL \$ 30.00

DEPUTY

99 JUL -7 A 8:48.5
001794 PAGE 000179
SANDRA GREGORY, RECORDER

STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED INSTRUMENT RECORD

161019

Mike Medsker, Recorder of Deeds

RECORDED
1934 NOV 10 1934

Conveyance For State Highway Purposes

This Indenture, Made this 21st day of June, 1934, by and between
Olson Laffoon and Marie Laffoon, his wife,

of the County of Cass, State of Missouri, part of the
first part, and the STATE OF MISSOURI, for the use of the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second
part,

WITNESSETH, that the said part first of the first part, in consideration of the sum of
ONE AND NO/100 DOLLARS,
to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do
by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns,
the following described real estate and interests in real estate situate in the County of Cass,
State of Missouri, to wit:

A strip of land 35 feet wide and 4695.7 feet long, located in the SW 1/4 of the
NE 1/4 of Section 35 and the SW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 34, T48N,
R33E, and containing together with an additional strip hereinafter described, a
total of 2,268 acres in the present road and 1,524 acres of new land, the north
boundary line of said strip is the centerline of a proposed Supplementary State High-
way designated Route Y(T), and it is included between Stations 531+27.3 and 578+0.3
of a survey of said centerline.

Station 578+0.3 on said centerline is located at the northwest corner of the NW 1/4
of the NE 1/4 of said Section 34, and from said station the centerline extends north
89° 17' east 1985.8 feet to a point; thence north 86° 57' east 604.6 feet to a point;
thence north 85° 01' east 791.2 feet to a point; thence ^{high} 86° 55' east 1714.1 feet to
Station 531+27.3.

Also an additional strip of land lying along and joining to the northerly side
of the 35 feet strip described above, said strip being at a point opposite Station
531+27.3 with a width of 5 feet; thence maintaining a width of 5 feet to a point
opposite Station 532+00; thence narrowing to a width of 00 feet at a point opposite
Station 532+76.

Also an exception on two strips of land lying along and joining to the southerly
side of the right-of-way described above. Said strips contain 0.961 of an acre,
Strip No. 1 has a width of 20 feet and length of 70 feet and is included between
Station 509+09.6 and Station 509+26.6. Strip No. 2 begins at a point on the southerly
right of way line as described above opposite Station 132+00; thence extending south-
easterly on a skew angle of 25° right, advanced 300 feet to a point; thence easterly
70 feet to a point near the center of South Grand River; thence northwesterly 300
feet to a point on the southerly right of way line opposite Station 531+27.3; thence
west along said right-of-way line to the point of beginning, said strip is to be used
for the purpose of clearing and straightening the channel of South Grand River. After
completion of construction the owner may fence and shall have the free and uninterrupted
consecrated and use of said strips, and shall have the Highway Commission's right, if
it should so elect to do so, to use the same from time to time for the purpose of maintaining
said channel.

Olson Laffoon
Cass Co., Mo., Y(T)

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TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a state highway, or for the purpose above set out according to the plan of the State Highway Commission of Missouri, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said part (son of the first part) has executed the above the day and year first above written.

Ernest H. Jefferson
 His 1st Deputy

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STATE OF Mo. } ss ACKNOWLEDGMENT BY INDIVIDUALS
 County of Cass }
 On this 2nd day of June, 19 55, before me personally appeared Ernest H. Jefferson a single man

to me known to be the person described in and who executed the foregoing instrument, who being duly sworn to me, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires April 30, 19 58
 Ernest L. Young, Notary Public Title

STATE OF Mo. } ss ACKNOWLEDGMENT BY CORPORATION
 County of Cass }
 On this day of June, 19 55, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors for the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires _____, 19 _____ Title _____

Filed for record on this _____ day of _____ A. D. 19 55, at _____ o'clock
 By _____ Deputy _____

757

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable considerations paid to RICHARD L. MUIR, JR. and DIXIE L. MUIR, his wife, of the County of Cass, State of Missouri, hereinafter referred to as GRANTOR, by the PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width and located parallel with and contiguous to the South right-of-way line of the now established State or County road running along the North side of the following described real estate of the GRANTOR situated in Cass County, Missouri, to-wit:

The West half of the West half of the Northeast Quarter of the Northwest Quarter of Section 34, Township 45, Range 33.

OK

together with the right of ingress and egress over the adjacent land of the GRANTOR, his successors, and assigns, for the purposes of this easement.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from said Water District for going upon said lands and laying of said pipeline, and that the Water District shall be liable for such damages to pastures, trees, shrubs, lawns, and crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors, and assigns.

Title to said water pipe line shall be and remain in the District.

GRANTOR covenants to and with said District that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors, and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 8 day of 20, 1979.

Richard L. Muir, Jr. Dixie Lee Muir

STATE OF MISSOURI,)
) ss.
COUNTY OF Jackson)

On this 30th day of August, 1979, before me, the undersigned, a notary public in and for the County of Jackson, in the State of Missouri, personally appeared

Richard L Muir and Dixie Lea Muir

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Oak Grove, Missouri, the day and year last above written.

Bettie B. Clark
Notary Public in and for
said County and State.

My commission expires:

7-15-80

~~XXXXXXXXXX~~ Bettie B. Clark
(Printed or typed name of
Notary Public)

Hight & Associates, Land Titles Inc.
Harrisonville, Mo.

15

STATE OF MISSOURI, Recorder's Office
COUNTY OF CASS
I hereby certify that the instrument of writing was
filed for record on this 30 day of August
1979 at 1 o'clock PM minutes 181
and recorded in book 254 page 181
given under my hand and official seal.

Valley View
Deputy Recorder

87028

C. 24

Conveyance For State Highway Purposes

This Indenture, Made this 20th day of June, 1955, by and between
Cecil O. Douglas and Mary Frances Douglas, his wife,

of the County of Cass, State of Missouri, parties of the first part, and the STATE OF MISSOURI, for the use of the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part,

WITNESSETH, that the said party 1st of the first part, in consideration of the sum of
ONE AND NO/100 DOLLARS,
to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do
by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns,
the following described real estate and interests in real estate situate in the County of Cass,
State of Missouri, to wit:

A strip of land 2527 feet in length located in the NW 1/4 of the NW 1/4 of Section 34, T45N, R33W, and containing, a total of 1.162 acres in the present road and 1.279 acres of new land. Said strip includes all that part of owners land lying within 35 feet right and left of the survey centerline of a proposed Supplementary State Highway designated Route Y(T), and is included between owners east property line passing through Station 578+23 and south property line passing through Station 603+50 of the survey of said centerline.

Station 578+23 on said centerline is located at the northeast corner of the NW 1/4 of the NW 1/4 of said Section 34, and from said Station the centerline extends south 09° 12' west 618 feet to a point; thence south 88° 59' west 376.4 feet to the P.C. of an 18° curve to the left, said curve having an interior angle of 94° 15'; thence southwesterly along said curve 523.6 feet to the P.T. of curve; thence south 5° 16' 5° 15' east 511.8 feet to Station 603+50.

Cecil Douglas
Cass Co., Route Y(T)

#79

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TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a state highway, or for the purpose above set out according to the plans of the State Highway Commission of Missouri, together with all and singular the rights, privileges, appurtenance and immunities therunto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said part. 1st. of the first part he ve . . . executed the above the day and year first above written.

Cecil G. Douglas . . .
Mary Frances Douglas . . .

STATE OF Missouri } ss. ACKNOWLEDGMENT BY INDIVIDUALS.
County of Jackson }
On this 20th day of June, 1955, before me personally appeared
Cecil G. Douglas and Mary Frances Douglas

to me known to be the person or persons described in and who executed the foregoing instrument, who being duly sworn by me, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires Nov. 7, 1955. William J. Peters Title

(SPAL)
STATE OF } ss. ACKNOWLEDGMENT BY CORPORATION.
County of }
On this } day of } 1955, before me appeared
} to me personally known, who being by

me duly sworn, did say that he is the of of of and that said instrument was and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors for the consideration stated therein and no other, and said acknowledged said instrument to be the

free act and deed of said corporation.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires 19. Title

Filed for record on this 25 day of July, A. D. 1955, at 9 o'clock
25 minutes A. M.
By Lawrence Van Camp Deputy, W. R. Russell Recorder.

3
9
9

CONFIDENTIAL

THE KANSAS CITY POWER AND LIGHT COMPANY, A CORP. KANSAS CITY, MISSOURI FORM 908-013 (2-42)

Easement Conveyance

(INDIVIDUAL)

Knows All Men By These Presents, that we Cecil O. Douglas and Mary Frances Douglas for and in consideration of the sum of ONE Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, a Missouri corporation, and unto its successors and assigns, a right of way easement over, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires and all appurtenances thereon, for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top and trim such brush and trees, if any, on or adjacent to said right of way as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the County of Cass State of Missouri to-wit:

An eight (8) foot strip of land the center line of which is described as follows:
Beginning on the north line of the Northwest Quarter (NW¹) of Section Thirty-four (34), Township Forty-five (45), Range Thirty-three (33), Cass County, Missouri, at a point approximately forty-two (42) feet east of the west line of Section Thirty-four (34), thence south parallel to the west line of said Section Thirty-four (34) for a distance of Five Hundred Fifty (550) feet to a point that is being designated and hereinafter referred to as Point A, thence east a distance of two hundred seventy-five (275) feet; also one (1) guy anchor to be installed approximately twenty-five (25) feet south of said Point A; except any part thereof in county road.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and incidents thereto belonging or in any wise appertaining, unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, we Cecil O. Douglas and Mary Frances Douglas have hereunto set our hand and seal this 1-20 day of 1955

Cecil O. Douglas (Seal) _____ (Seal)
Mary Frances Douglas (Seal) _____ (Seal)

ACKNOWLEDGMENT (Husband and Wife)

State of Missouri)
County of Jackson)

On this 20th day of January 1955, before me, a Notary Public, personally appeared Cecil O. Douglas and Mary Frances Douglas, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in KANSAS CITY, MO. the day and year last above written.

My Commission Expires September 8, 1958 Notary Public Vera Dull
(SEAL) _____
County of Jackson State of Missouri

ACKNOWLEDGMENT (Individual)

State of _____)
County of _____)

On this _____ day of _____ 19____, before me, a Notary Public, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed. And the said _____ further declared _____ to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My Commission Expires _____ Notary Public _____
County of _____ State of _____

Filed for Record on this 22 day of December A. D. 1955 at _____ O.S. _____ A.M.

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CUMFAXED

THE KANSAS CITY POWER AND LIGHT COMPANY, A CORP. KANSAS CITY, MISSOURI FORM 906-818 10-40

Easement Conveyance

(INDIVIDUAL)

Know All Men By These Presents, that ME Willis R. Groh and Pearl Groh for and in

consideration of the sum of One \$ 1.00 and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, a Missouri corporation, and unto its successors and assigns, a right of way easement over, along, across and under the lands hereinafter described, including the right and privilege of any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires and all appurtenances thereto, for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top and trim such brush and trees, if any, on or adjacent to said right of way as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the County of Case State of Missouri to-wit:

An eight (8) foot strip of land, the center line of which is described as follows: Beginning on the south line of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-seven (27) Township Forty-five (45), Range Thirty-three (33), Cass County, Missouri, at a point approximately forty-two (42) feet east of the west line of Section Twenty-seven (27) thence north parallel to the west line of said Section Twenty-seven (27) for a distance of one thousand ninety-six (1096) feet, except any part thereof in county road.

TO HAVE AND TO HOLD THE SAME together with all appurtenances and immunities thereunto belonging or in any wise appertaining, unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, ME have hereunto set our hand and seal, this 17th day of January 1955.

Willis R. Groh (Seal) Pearl Groh (Seal)

ACKNOWLEDGMENT (Husband and Wife)

State of Missouri ss.
County of Cass

On this 17th day of JANUARY 1955, before me, a Notary Public, personally appeared Willis R. Groh and Pearl Groh his wife and to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of my office in KANSAS CITY, MISSOURI the day and year last above written.

My Commission Expires May 1, 1956 Notary Public George E. Schmale
(SEAL) Cass County adjoins Jackson County, County of Jackson State of Missouri

ACKNOWLEDGMENT (Individual)

State of _____ ss.
County of _____

On this _____ day of _____ 19____, before me, a Notary Public, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed. And the said _____ further declared _____ to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My Commission Expires _____ Notary Public _____
County of _____ State of _____

Filed for Record on the 22 day of December A. D. 1955 at 8 o'clock 10 minutes A.M.

Lawrence J. ... Deputy W.H. Russell Recorder

3
6
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T 45 N, R 33 W MAY 18 1979
Section 34
Area A

Name Douglas, C.O.
Number _____

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable considerations paid to CECIL O. DOUGLAS and MARY FRANCES DOUGLAS, his wife, of the County of Cass, State of Missouri, hereinafter referred to as GRANTOR, by the PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width and located parallel with and contiguous to the South right-of-way line of the now established State or County road running along the North side of the following described real estate of the GRANTOR situated in Cass County, Missouri, to-wit:

The Northwest Quarter of the Northwest Quarter of Section 34, Township 45, Range 33.

X
13-143

together with the right of ingress and egress over the adjacent land of the GRANTOR, his successors, and assigns, for the purposes of this easement.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from said Water District for going upon said lands and laying of said pipeline, and that the Water District shall be liable for such damages to pastures, trees, shrubs, lawns, and crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors, and assigns.

Title to said water pipe line shall be and remain in the District.

STATE OF MISSOURI,)
COUNTY OF Cass) ss.

On this 10th day of April, 1979, before me, the undersigned, a notary public in and for the County of Cass, in the State of Missouri, personally appeared

Cecil O Douglas

Mary Frances Douglas

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that They executed ~~the same as~~ they free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cleveland, Missouri, the day and year last above written.

Opal C Spair
Notary Public in and for
said County and State.

Opal C. Spair
(Printed or typed name of
Notary Public)

My commission expires:
Sept 14, 1979



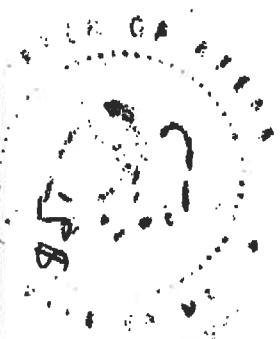
83544 ✓

INDEXED

STATE OF MISSOURI } Recorder's Office
COUNTY OF CASS }

I hereby certify that this instrument of writing was filed for record on this 10 day of May 19 79 at 10 o'clock PM minutes of 47 and recorded in book 248 page 47.
Given under my hand and official seal.

Dolly Allen Recorder
SA Deputy



Hight & Associates, Land Titles Inc.
Harrisonville, Mo.

Cass County, MO - Web Copy

EASEMENT CONVEYANCE

(Individual)

KNOW ALL MEN BY THESE PRESENTS, that I/we, SEBA BROS. FARMS

for and in consideration of the sum of ONE Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, and unto its successors and assigns, a right of way easement over, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all appurtenances thereto for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top, trim and remove such brush and trees, if any, on or adjacent to said right of way, as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following described lands in the County of Cass, State of Missouri, to wit:

A tract of land ten (10) feet in width being a part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 34, Township 45, Range 33, Cass County, Missouri, the center line of which is described as follows: Beginning at a point on the East right of way line of Prospect Avenue, as now established, said point being five hundred forty-five (545) feet South of the center line of Y Highway, as now established, thence Easterly deflecting eighty-seven degrees (87°) left from the Southerly course of the East right of way line of said Prospect Avenue a distance of two hundred twenty-five (225) feet, thence deflecting twenty-seven degrees (27°) right a distance of three hundred ten (310) feet.

This easement conveyance shall run with the land and shall be binding upon the Grantor, its successors and assigns.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances, necessary incidents and immunities thereunto belonging or in any manner appertaining, unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of February, 19 89.

(Seal) SEBA BROS. FARMS (Seal)

(Seal) By: Harold A. Seba (Seal)
HAROLD A. SEBA

ACKNOWLEDGMENT

State of MISSOURI
County of PUBLIC CASS ss.

On this 13th day of February, 19 89, before me, a Notary Public, personally appeared HAROLD A. SEBA and _____, _____ and _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires 3-23-90
RICHARD E. LONG
Notary Public, State of Missouri
Commissioned in Jackson County
My Commission Expires March 23, 1990

Notary Public Richard E. Long
RICHARD E. LONG
County of Jackson State of Missouri
1020/156

EASEMENT CONVEYANCE

001526

INSTRUMENT NO.

FROM Seba Bros. Farms
Harold A. Seba

TO---KANSAS CITY POWER & LIGHT COMPANY
1330 Baltimore, Kansas City, MO

NW 1/4 QTR OF THE NW 1/4

Sect. 34 Imp. 45 Range 33

County of Cass

C.O.# 5-47190-C

INDEXED

Filed for record this 17th day

of February A.D., 1989

at 9 o'clock 26 minutes A.M.

Recorded in Book 1070 at Page 156

John H. Kallinger
Recorder

By W. Lee
Deputy

Recorder's Fee, \$8.00

KCPL Form 780K001B (Rev 12/85)

Mike Medsker, Recorder of Deeds

1470

KNOW ALL MEN BY THESE PRESENTS, that I, MAURICE W. GUBE, (Individual)

and my wife, Carol J. Gube, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, and unto its successors and assigns, all right, title and interest, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, and all appurtenances thereto, underground cables and conduits, for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to use said right of way and to cut, top and trim such trees and shrubs, or to be adjacent to said right of way as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the County of Jackson, State of Missouri, to-wit:

A tract of land five (5) feet in width the center line of which is described as follows, beginning on the East line of North Jackson now established at a point that is seven hundred seventy (770) feet south of the North line of the Northwest Quarter Block of Section Four (4), Township Forty-four (44), Range Thirty-three (33), Cass County, Missouri, thence said land parallel with said North line a distance of two hundred fifty (250) feet

TO HAVE AND TO HOLD THE TRACT, together with all appurtenances and appurtenances thereunto belonging or in any wise appertaining, unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of January, 1973.

Maurice W. Gube (Seal)
Carol J. Gube (Seal)

ACKNOWLEDGMENT (husband and wife)

State of Missouri)
County of Cass) ss. On this 6th day of January, 1973, before me, a Notary Public, personally appeared Maurice W. Gube and Carol J. Gube, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my office seal at my office in the City and County of Jackson, Missouri, this 6th day of January, 1973.

Notary Public
County of Jackson
State of Missouri
Jackson County, Adj. Cass County

Filed for record this 14th day of January A.D. 1973 at 11:01 AM
By [Signature] Deputy [Signature] Recorder

KNOW ALL MEN BY THESE PRESENTS, that I, MAURICE W. GUBE, (Individual)

and my wife, Carol J. Gube, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, and unto its successors and assigns, all right, title and interest, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, and all appurtenances thereto, underground cables and conduits, for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to use said right of way and to cut, top and trim such trees and shrubs, or to be adjacent to said right of way as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the County of Jackson, State of Missouri, to-wit:

EASEMENT CONVEYANCE (Individual)

KNOW ALL MEN BY THESE PRESENTS, that I/we, Maurice W. Seba and Carol J. Seba

1052206

for and in consideration of the sum of ONE Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, and unto its successors and assigns, a right of way easement over, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all appurtenances thereto for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top and trim such brush and trees, if any, on or adjacent to said right of way, as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the County of Cass, State of Missouri, to wit:

A tract of land five (5) feet in width being a part of Northwest Quarter (NW 1/4) of Section 4, Township 44, Range 33, Cass County, Missouri, the center line of which is described as follows: Beginning at a point which is 770 feet south of the north line of the Northwest Quarter (NW 1/4) of said Section 4 and the east line of High Blue Road as now established, thence east and parallel with the north line of said Northwest Quarter (NW 1/4) of said Section 4 a distance of 250 feet to the true point of beginning of said five (5) foot tract of land to be conveyed by this instrument, said point also is hereby designated and hereinafter referred to and identified as point "A", thence right at an angle of Forty-Five degrees (45°) from the last described course a distance of 210 feet to a point hereby designated and hereinafter referred to and identified as point "B", thence left at an angle of Forty-Five degrees (45°) from the last described course a distance of 185 feet.

Also, the right to install down guy and anchor extending in a northwesterly direction from aforesaid point "A" a distance of 20 feet. Also, the right to install down guy and anchor extending in a southwesterly direction from aforesaid point "B" a distance of 15 feet.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise appertaining unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of September, 1981

Maurice W. Seba (Seal) Carol J. Seba (Seal)

ACKNOWLEDGMENT

Notary Public seal for Charles R. Bowers, State of Missouri, County of Cass.

On this 29 day of September, 1981, before me, a Notary Public, personally appeared Maurice W. Seba and Carol J. Seba his wife and to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires 2-15-83 Notary Public Charles R. Bowers Missouri Mike Mensker, Recorder of Deeds

102594

EASEMENT CONVEYANCE

FROM Maurice W. Seba and Etal

TO KANSAS CITY POWER & LIGHT COMPANY
1330 Baltimore, Kansas City, Missouri

Address NWNW

Sect 4 Top 1/4 Range 33

County of Cass

C.O.# 15-29568-C

Filed for record this 7 day

of Oct A. D., 1981

at 11 o'clock 9 minutes 9 M.

Recorded in Book 808 at Page 31

Bulley Allen
Recorder

By _____ Deputy

Recorder's Fee, \$ 5.00

KC Power & Light Co

64679

KC mo

... of the County of Cass, Missouri, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Cass, Missouri, this 7th day of October, 1981.

EASEMENT CONVEYANCE

This contract, made on this 17 day of September, 1934, by and between Ripley C. Smith of the County of Cass, Missouri, and State of Missouri, party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part.

The party of the first part in consideration of the advantages to accrue in the construction of a lighting, heating and power system, and the sum of One dollar to him in hand paid, the receipt of which is hereby acknowledged, does by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the distribution and conveyance of electrical energy and current for lighting, heating, power and communication purposes wherever its lines may be extended and electrical current used, over, along and across the following lands in the County of Cass, Missouri, and State of Missouri, viz: The West 16 acres of the NE 1/4 of Sec 23, Twp 4 N, R. 3 E.

The West 1/2 of the 1/4 of Sec 23, Twp 4 N, R. 3 E, adjacent to the South line of Public Road upon S. W. 1/4 of Sec 23, Twp 4 N, R. 3 E, from South line of county road South to East for service. Install necessary guy wires.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In testimony whereof have hereunto set my hand and seal the day and year above written. Ripley C. Smith

State of Missouri } County of Cass } I, Chas. F. Ward, a Notary Public within and for the county aforesaid, do hereby certify that on this 17 day of September, A. D. 1934, before me personally appeared within the county aforesaid Ripley C. Smith to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And I further certify that my notarial commission expires on the 1 day of June, A. D. 1934.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written. Chas. F. Ward Notary Public Jackson County Missouri

Filed for record this 20 day of December, A. D. 1934, at 1 o'clock 57 minutes P. M. By W. A. Price Deputy. J. B. Bowman Recorder.

290

EASEMENT CONVEYANCE

This contract, made on this 17 day of September, 1934, by and between Thos. J. Dalton of the County of Cass, Missouri, and State of Missouri, party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part.

The party of the first part in consideration of the advantages to accrue in the construction of a lighting, heating and power system, and the sum of One dollar to him in hand paid, the receipt of which is hereby acknowledged, does by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the distribution and conveyance of electric energy and current for lighting, heating, power and communication purposes wherever its lines may be extended and electrical current used, over, along and across the following lands in the County of Cass, Missouri, and State of Missouri, viz: The Thos. J. Dalton lands described as the N 1/2 of the SW 1/4 Sec 16, Twp 4 N, R. 3 E.

West 5 feet East 7/8 inch adjacent to County Road. Install necessary structure. (Cret. Area)

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In testimony whereof have hereunto set our hands and seals the day and year above written. Thos. J. Dalton Cora Dalton

State of Missouri } County of Cass } I, Chas. F. Ward, a Notary Public within and for the county aforesaid, do hereby certify that on this 17 day of September, A. D. 1934, before me personally appeared within the county aforesaid Thos. J. Dalton - Cora Dalton to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 1 day of June, A. D. 1934.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written. Chas. F. Ward Notary Public Jackson County Missouri

Filed for record this 20 day of December, A. D. 1934, at 1 o'clock 57 minutes P. M. By W. A. Price Deputy. J. B. Bowman Recorder.

EASEMENT CONVEYANCE

This contract, made on the 24th day of May, 1944, by and between Anna B. Morgan of the County of Cass and State of Missouri party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part. Witnesseth:

The party of the first part in consideration of the sum of One Dollar and other good and valuable considerations to her in hand paid, the receipt of which is hereby acknowledged, does by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the transmission and conveyance of electric energy and for communication purposes, over, along and across the following lands in the County of Cass and State of Missouri, viz:

Install one (1) guy and anchor eight (8) feet West of the West line of a public road known as High Blue Road at a point which is 753 feet South of the North line of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-three (33) Township Forty-five (45) Range Thirty-three (33).

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In Testimony Whereof I have hereunto set my hand and seal the day and year above written.

Anna B. Morgan

STATE OF MISSOURI)
County of Cass) ss.

I, Frank Lacy, a Notary Public within and for the county aforesaid, do hereby certify that on this 24th day of May A.D. 1944, before me personally appeared within the county aforesaid Anna B. Morgan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And I further certify that my notarial commission expires on the 1st day of August A.D. 1947.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year above written.

(SEAL) Frank Lacy
Notary Public Jackson County Missouri

STATE OF MISSOURI)
County of Cass)

I, Frank Lacy, a Notary Public within and for the county aforesaid, do hereby certify that on this 24th day of May, A.D. 1944, before me personally appeared within the county aforesaid Loren T. Brown and Mary K. Brown to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 1st day of August, A.D. 1947.

In testimony whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 30061 (Seal) Frank Lacy
Notary Public Jackson County, Missouri.
Cass County adjoins Jackson County, Missouri.

Filed for record this 1 day of July, 1944 at 10:45 minutes A.M.
de Lyle Deputy *Chas. L. L...* Recorder

EASEMENT CONVEYANCE

This contract, made on the 24th day of May, 1944, by and between Anna B. Morgan of the County of Cass and State of Missouri, party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part. Witnesseth:

The party of the first part in consideration of the sum of One Dollar and other good and valuable considerations to her in hand paid, the receipt of which is hereby acknowledged, does by these presents give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the transmission and conveyance of electric energy and for communication purposes, over, along and across the following lands in the County of Cass and State of Missouri, viz:

Install one (1) guy and anchor eight (8) feet west of the east line of a public road known as Rich Blue Road at a point which is 75 feet south of the north line of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section thirty-three (33) Township forty-five (45) Range thirty-three (33).

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In testimony whereof I have hereunto set my hand and seal the day and year above written:

Anna B. Morgan

STATE OF MISSOURI)
County of Cass)

I, Frank Lacy, a Notary Public within and for the county aforesaid, do hereby certify that on this 24th day of May A.D. 1944, before me personally appeared within the county aforesaid said Anna B. Morgan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And I further certify that my notarial commission expires on the 1st day of August, A.D. 1947.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year above written.

(Seal) Frank Lacy
Notary Public Jackson County Missouri

336

No. 33062

Cass County adjoins Jackson County, Missouri;

Filed for record this 1 day of July 1944 at 8 o'clock 50 minutes A.M.

John P. Hays

Deputy

Alfred H. ...

Recorder

00000

SHERIFF'S DEED UNDER DEED OF TRUST

WHEREAS, A. W. McAllister and Maud A. McAllister, his wife, by their Deed of Trust dated March 15, 1932, filed in the office of the Recorder of Deeds of Cass County, Missouri, and recorded in Book 294 at Page 389, conveyed to J. F. Blair as Trustee, the property hereinafter described, in trust to secure the payment of the indebtedness in said deed described; and

WHEREAS, J. F. Blair, the said Trustee, is deceased; by reason whereof, under the terms of said deed of trust, the undersigned Sheriff of Cass County, Missouri, has become his successor and substitute trustee under said deed of trust; and

WHEREAS, default was made in the payment of said indebtedness and the interest thereon, secured by said deed of trust, by reason whereof, I, the undersigned Sheriff of Cass County, in the State of Missouri, did at the request of the legal holder of said indebtedness, proceed to exercise the powers so given by said deed, and did on Saturday, the 1st day of July, 1944, between the hours of 9:00 o'clock in the forenoon and 5:00 o'clock in the afternoon of said day having previously given more than twenty (20) days notice of the date and book and page of the record of said deed of trust, the grantors and the time, terms and place of sale, and a description of the property to be sold, by advertisement inserted continuously for four weeks, the last insertion being less than one week prior to the date of sale, printed and published in the CASS COUNTY DEMOCRAT, a weekly newspaper published in Harrisonville, Cass County, State of Missouri, a copy of which advertisement with the affidavit of the publisher of said newspaper proving its publication, is hereto annexed and made a part hereof, at the front door of the Cass County Court House in the City of Harrisonville, County of Cass, State of Missouri, aforesaid (said building appointed for holding the Circuit Court for Cass County, Missouri), expose for sale for cash to the highest bidder at public vendue, said real estate hereinafter described, and at said sale John M. Shriner, a single man, being the highest and best bidder for said real estate for the sum of Five Thousand Dollars (\$5,000.00), same was struck off and sold to him at that price and sum.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, Claude Yancey, Sheriff of Cass County, Missouri, as Trustee as aforesaid, in consideration of the promises and of the sum of \$5,000.00 to be paid by the said John M. Shriner, a single man, of the County of Jackson, State of Missouri, do bargain, sell and convey unto him, the said John M. Shriner, the real estate in said deed of trust described, situate in Cass County, Missouri, and described as follows, to-wit:

The North half (1/2) of the Southwest quarter (SW 1/4) of Section 23, Township 16, Range 53, containing Eighty (80) acres.

to have and to hold the same unto the said John M. Shriner, his heirs and assigns, forever.

IN WITNESS WHEREOF, I, CLAUDE YANCEY, Sheriff of Cass County, Missouri, as Trustee as aforesaid, have hereunto set my hand and seal on this 1st day of July, 1944.

Claude Yancey
Sheriff of Cass County, Missouri and
Substitute Trustee.

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**Conveyance
For State Highway Purposes**

This Indenture, Made this 6th day of June, 1955, by and between Robert M. Smith and Alice H. Smith and Mary Phyllis Miller and James E. Miller and Ripley C. Smith and Tessie A. Smith

of the County of WAGNER, State of MISSOURI, part 1st. of the first part, and the STATE OF MISSOURI, for the use of the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part,

WITNESSETH, that the said part 1st. of the first part, in consideration of the sum of ONE AND NO/100 DOLLARS, to them... paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate situate in the County of WAGNER, State of Missouri, to wit:

A strip of land 35 feet wide and 531 feet long, located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, T45N, R33W, and containing together with an additional strip hereinafter described, a total of 0.244 of an acre in the present road and 0.240 of an acre of new land. The north boundary line of said strip is the centerline of a proposed Supplementary State Highway designated Route Y(T), and it is included between Stations 636+33 and 641+64 of a survey of said centerline.

Station 641+64 on said centerline is located at a point 9 feet east of the northwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 33, and from said Station the centerline extends north 89° 11' east 304.6 feet to a point; thence north 88° 57' east 226.4 feet to Station 636+33.

Also an additional strip of land lying along and joining on the southerly side of the 35 foot strip described above. Said strip beginning at a point opposite Station 637+50 with a width of 00 feet; thence widening to a width of 10 feet at a point opposite Station 638+00; thence maintaining a width of 10 feet to a point opposite Station 641+64.

Robert M. Smith
Cana Co., Route Y(T)

#82

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TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a state highway, or for the purpose above set out according to the plans of the State Highway Commission of Missouri, together with all and singular the rights, privileges, appurtenance and immunities thereunto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said part. 1es. of the first part ha ve executed the above the day and year first above written.

Robert H. Smith
Alice H. Smith
Mary Phyllis Miller
James E. Miller
Ripley C. Smith
Tessa A. Smith

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STATE OF Mo. ss. ACKNOWLEDGMENT BY INDIVIDUALS.
County of Cass
On this 6th day of June, 1955, before me personally appeared Robert H. Smith, Alice H. Smith, Mary Phyllis Miller, James E. Miller, Ripley C. Smith and Tessa A. Smith
to me known to be the person or persons described in and who executed the foregoing instrument, who being duly sworn by me, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.
My term expires April 20th, 1958. Carl J. Young, Notary Public. Title

STATE OF ss. ACKNOWLEDGMENT BY CORPORATION.
County of On this day of 19 before me appeared to me personally known, who being by me duly sworn, did say that he is the of and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors for the consideration stated therein and no other, and said acknowledged said instrument to be the free act and deed of said corporation.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.
My term expires 19. Title

Filed for record on this 25 day of July, A. D. 1955, at 9 o'clock
30 minutes A. M.
By James Van Camp, Deputy. W. H. Russell, Recorder.

Conveyance For State Highway Purposes

COMPARED

This Indenture, Made this 12th day of September, 1955, by and between
Loren T. Brown and Mary K. Brown, his wife

of the County of Cass, State of Missouri, part 1st of the first part, and the STATE OF MISSOURI, for the use of the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part,

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of ONE AND NO/100 DOLLARS, to be paid by the said party of the second part, the receipt of which is hereby acknowledged, do hereby present, grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate situate in the County of Cass, State of Missouri, to wit:

A strip of land 228 3/4 feet in length located in the SE 1/4 of Section 33 and the SW 1/4 of the NW 1/4 of Section 34, T45N, R33W, and containing, a total of 1.452 acres in the present road and 0.859 of an acre of new land. Said strip includes all that part of owners land lying within 35 feet right and left of the survey centerline of a proposed Supplementary State Highway designated Route Y(T), and is included between owners north property line passing through Station 603+50 and west property line passing through Station 636+33 of the survey of said centerline.

Station 603+50 on said centerline is located at the northeast corner of the SW 1/4 of the NW 1/4 of said Section 34, and from said Station the centerline extends south 5° 15' east 997.8 feet to the P.C. of an 18° curve to the right, said curve having an interior angle of 94° 19'; thence southwesterly along said curve 523.2 feet to the P.T. of curve; thence south 89° 04' west 410.5 feet to a point; thence south 89° 09' west 530.2 feet to a point; thence south 88° 57' west 621.3 feet to Station 636+33.

Also an easement on a strip of land 30 feet in width and 30 feet in length lying along and joining on the southerly side of the right of way described above. Said strip contains 0.021 of an acre and is to be used for the construction of a drainage outlet ditch for a culvert which crosses the centerline of said highway on a skew angle of 20° right advance at Station 622+71; After the completion of the construction of said outlet ditch, the owners may fence and shall have the free and uninterrupted possession and use of said strip, subject only to the Highway Commission's right, if it should so elect to enter thereon, from time to time for the purpose of maintaining said ditch.

Also an easement on a strip of land 60 feet in width and 833 feet in length lying along and joining on the south side of the strip first described above and is included between Stations 628+00 and 636+33. Said strip contains 1.149 acres and is to be used for the construction of a waterway during the construction of said highway. After the completion of said construction the easement right in said strip of land shall cease and be no longer in effect.

Loren T. Brown
Cass Co., Route W(T)

#81

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TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a state highway, or for the purpose above set out according to the plans of the State Highway Commission of Missouri, together with all and singular the rights, privileges, appurtenance and immunities thereunto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said part of the first part ha ve executed the above the day and year first above written.

Loren T. Brown

Mary K. Brown

STATE OF MISSOURI } ss. ACKNOWLEDGMENT BY INDIVIDUALS.

County of Cass } On this 12th day of September, 1955, before me personally appeared Loren T. Brown and Mary K. Brown

to me known to be the person described in and who executed the foregoing instrument, who being duly sworn by me, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires April 20th, 1958. Earl L. Young Title

STATE OF } ss. ACKNOWLEDGMENT BY CORPORATION.

County of } On this day of 19, before me appeared to me personally known, who being by

me duly sworn, did say that he is the of and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors for the consideration stated therein and no other, and said acknowledged said instrument to be the

free act and deed of said corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written. My term expires 19 Title

Filed for record on this 11 day of September, A. D. 1955, at 11 o'clock 40 minutes A. M. By Loren Van Camp Deputy. W. M. Russell Recorder.

T 45 N, R 33 W AUG 16 1979
Section 33
Area A

Name _____
Number _____

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable considerations paid to SYCAMORE CREEK, a Missouri Partnership, of the County of _____, State of Missouri, hereinafter referred to as GRANTOR, by the PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width and located parallel with and contiguous to the South right-of-way line of the now established State or County road running along the North side of the following described real estate of the GRANTOR situated in Cass County, Missouri, to-wit:

The North half of the Southeast Quarter of Section 33, Township 45, Range 33, ~~except the West 16 acres thereof.~~

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together with the right of ingress and egress over the adjacent land of the GRANTOR, his successors, and assigns, for the purposes of this easement.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from said Water District for going upon said lands and laying of said pipeline, and that the Water District shall be liable for such damages to pastures, trees, shrubs, lawns, and crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors, and assigns.

Title to said water pipe line shall be and remain in the District.

Cass County, MO - Web Copy

010399

Easement No. FM-10

RECORDED
INDEXED

T 45 N, R 33W
Section 33
Area Cleveland, MO
Line No. Irrigation Forcemain

91 OCT -1 10:49.8

001183

001139

RECORDED
INDEXED

cc DEPUTY

RECORDING FEE \$ 8.00
STATE USER FEE 4.00
TOTAL \$ 12.00
C S & O

PERMANENT AND CONSTRUCTION
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One dollar and no cents, \$ 1.00, and other good and valuable considerations paid to Sycamore Creek, Missouri Partnership, Harry Statland and Morris Statland of the County of Cass, State of Missouri, hereinafter referred to as GRANTOR, by the City of Cleveland, Missouri, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in Cass County, State of Missouri, said easements being described as follows:

A PERMANENT EASEMENT consisting of a strip of land twenty (20) feet in width, located parallel and adjacent to, and immediately South of the North property line of the following described property:

The North 1/2 of the West 16 acres, except the West 33 feet thereof, of the Northwest 1/4 of the Southeast 1/4 of Section 33, Township 45, Range 33, Cass County, Missouri, containing 7-1/2 acres more or less.

A TEMPORARY CONSTRUCTION EASEMENT consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately South of the above described Permanent Easement.

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

Title to said sewer pipe lines shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

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Easement No. FM-10

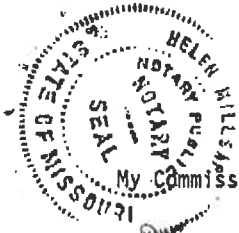
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 20 day of August, 1991.

Harry Stattan
Morris Stattan

STATE OF MISSOURI)
COUNTY OF Cass) ss.

On this 20 day of August, 1991, before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared Harry Stattan and Morris Stattan to me known as the persons in and who executed the foregoing instrument and acknowledged that (they, he, she) acknowledged the same as (their, his, her) free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Chesterland, Missouri, on the day and year first above written. My Commission Expires June 8, 1995.



Helen Millsap
Notary Public

My Commission Expires:
June 8, 1995

Cass County, MO - Web Copy

010400

STATE OF MISSOURI
COUNTY OF CASS

Easement No. FM-11

T 45 N, R. 33W
Section 33
Area Cleveland, MO
Line No. Irrigation Forcemain

91007-1 A 3:50.1
001183 00200

gc DEPUTY

RECORDING FEE \$ 8.00
STATE USER FEE 4.00
TOTAL \$ 12.00
CSA

PERMANENT AND CONSTRUCTION
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One dollar and no cents, \$ 1.00, and other good and valuable considerations paid to Sycamore Creek, Missouri Partnership, Morris Statland and Harry Statland of the County of Cass, State of Missouri, hereinafter referred to as GRANTOR, by the City of Cleveland, Missouri, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in Cass County, State of Missouri, said easements being described as follows:

A PERMANENT EASEMENT consisting of a strip of land twenty (20) feet in width, located parallel and adjacent to, and immediately South of the North property line of the following described property:

The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 33, Township 45, Range 33, containing 40 acres, more or less, and the East 24 acres of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 33, Township 45, Range 33. The aforescribed tract containing 64 acres, more or less.

A TEMPORARY CONSTRUCTION EASEMENT consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately South of the above described Permanent Easement.

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

Title to said sewer pipe lines shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

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Easement No. FM-11

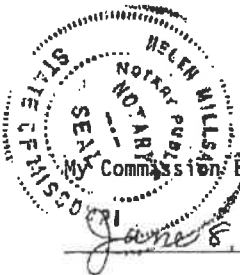
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 20 day of August, 1991.

Harry Stahl
Morris Stahl

STATE OF MISSOURI)
COUNTY OF))ss.

On this 20 day of August, 1991, before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared Morris Stahl and Harry Stahl to me known as the persons in and who executed the foregoing instrument and acknowledged that (they, he, she) acknowledged the same as (their, his, her) free act and deed.

In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Cleveland Missouri, on the day and year first above written. My Commission Expires June 8, 1995.



Helen Milson
Notary Public

My Commission Expires:
June 8, 1995

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION OF One Dollar to Robert in hand paid, receipt of which is hereby acknowledged, and the further consideration of 150 cents per rod, to be paid when pipe line hereinafter specified is laid.

J. P. Henneman and Lydia Henneman his wife

do hereby grant to H. F. SINCLAIR, his heirs or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas and to install and operate a telegraph or telephone line, if the same shall be found necessary, on, over and through the following described lands, situate in

Case County, State of Missouri (cont):
Sec. of 22' Section 28 Township 45 Range 23
NW 1/4 of 22' Section 33 Township 45 Range 23
all of the SE 1/4 west of H. F. Sinclair Right of Way Section 29 Township 45 Range 23
SW 1/4 of 22' Section 33 Township 45 Range 23

with ingress and egress to and from the same for all purposes necessary in connection with the construction, maintenance and operation of said pipe line and telegraph and telephone lines. The said grantee, his heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said H. F. SINCLAIR, his heirs or assigns, who hereby agrees to pay any damages which may hereafter arise from the laying, maintaining and operating said pipe line...

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The grantors reserve the right when the ditch is opened to lay a drain tile in the ditch along side of the oil pipe line. If the pipe line is changed and a larger pipe put in the grantor agrees to the title in a good position as found when change is made.
* If the said H. F. Sinclair, his heirs or assigns, shall within such time, survey and definitely locate the route of said pipe line across said premises and pay said 150 cents per rod according to said survey and location, otherwise this instrument...

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 7 day of March, A. D. 1917

(1) Harry H. Horner
(2) W. H. Deate

J. P. Henneman
Lydia Henneman (seal)

STATE OF Missouri COUNTY OF Case W. C. Morgan Notary Public within and for the County and State

abscind to hereby certify that on this 7 day of March, 1917, before me personally appeared J. P. Henneman and Lydia Henneman his wife who are personally known to me to be the same person described in and whose names subscribed to and who executed the foregoing instrument and duly acknowledged to me that they signed, sealed and delivered the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Sept 2, 1919 W. C. Morgan Notary Public.

Filed for receipt April 27, 1917, at 7 o'clock 49 minutes, by John DeWitt Deputy.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

H.F. Sinclair (..)

STATE OF NEW YORK

COUNTY OF NEW YORK

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of September A.D. 1917, personally appeared H.F. Sinclair, to me known to be the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(SPAL) David L. Hooper Notary Public Notary Public New York County No. 386 New York Register No. 8318 Commission expires Mar. 30, 1918:

My Commission expires

Filed for record this 13 day of Oct 1917 at 1: 30 P. M.

By Deputy.. Bud Cox Recorder

--oo000oo--

ASSIGNMENT OF RIGHT OF WAY CONTRACTS AND FRANCHISES THIS AGREEMENT, executed this 28th day of September, A.D. 1917, by and between H.F. SINCLAIR, of New York, party of the first part, and SINCLAIR-CUDAHY PIPE LINE COMPANY, a corporation organized under the laws of the State of Maine, party of the second part.

WITNESSETH, that said party of the first part, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged, does here by sell, convey, assign, transfer and set over, unto said party of the second part, its successors and assigns, all the right, title and interest of said party of the first part now held or hereafter accruing in and to the right of way contracts, leases, franchises and agreements which are hereinafter more specifically described, and covering the following described real property situated in the County of Cass County and State of Missouri, to wit:

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1. Southwest quarter (SW $\frac{1}{4}$) of Section seven (7), Township forty four (44) Range thirty two (32), said instrument being duly recorded in Book 227, page 104, on the records in the office of the Recorder of Deeds in and for said Cass County
- 2 Northwest quarter (NW $\frac{1}{4}$) of Section seven (7), Township forty four (44), Range thirty two (32), said instrument being duly recorded in Book 227 page 105, on the records in the office of the Recorder of Deeds in and for said County.
3. 107 acres northeast quarter (NE $\frac{1}{4}$) of Section twelve (12), and 5 acres south part east part southeast quarter of southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section one (1), Township forty four (44), Range thirty three (33), said instrument being duly recorded in Book 227, page 106, on the records in the office of the Recorder of Deed in and for said County.
4. Southeast quarter (SE $\frac{1}{4}$) and East Half of Southwest quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section one (1); also 14 acres lying in north part of Section twelve (12), Township forty four (44) Range thirty three (33), said instrument being duly recorded in Book 227 page 107, on the records in the office of the Recorder of Deeds in and for said County
5. 40 acres East half Lot one (1), Northwest quarter (NW $\frac{1}{4}$), and 74 acres lot 1, township forty four (44), Range thirty three (33), said instrument being duly recorded in Book 227 at page 108, on the records in the office of the Recorder of Deeds in and for said County.
6. Lot two (2) Northwest quarter (NW $\frac{1}{4}$) Section one (1), Township forty four (44) Range thirty three (33), said instrument being duly recorded in Book 227 page 109, on the records in the office of the Recorder of deeds in and for said County.
7. Lots one (1) and two (2) Northeast quarter (NE $\frac{1}{4}$) Section two (2), Township forty four (44), Range thirty three (33), said instrument being duly recorded in Book 227, 110, on the records in the office of the Recorder of Deeds in and for said County.
8. Lots three (3) and four (4) of Northwest quarter (NW $\frac{1}{4}$), Section two (2) Township forty four (44), Range thirty three (33), said instrument being recorded in Book 227 at page 112, on the records in the office of the Recorder of Deeds in and for said County.
9. West half of lot five (5) of Northwest quarter (NW $\frac{1}{4}$) Section two (2), Township forty four (44), Range thirty three (33), said instrument being duly recorded in Book 227 page 113, on the records in the office of the Recorder of Deeds in and for said County.

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- 10. Past half of lot six (6) of Northwest quarter (NW $\frac{1}{4}$) of Section two (2), Township forty four (44), Range thirty three (33), said instrument being duly recorded in Book 227 page 115, or the records in the office of the Recorder of Deeds in and for said County.
- 11 (Omitted)
- 12 1 $\frac{1}{2}$ acres lots six (6) and seven (7), of northeast quarter (NE $\frac{1}{4}$) Section three (3), and 4 $\frac{1}{2}$ acres East half of lot seven (7) of northwest quarter (NW $\frac{1}{4}$) of Section three (3), Township forty four (44), Range thirty three (33), said instrument being duly recorded in Book 227 page 116, or the records in the office of the Recorder of Deeds in and for said County
- 13 West half of lot seven (7) of Northwest quarter (NW $\frac{1}{4}$) of Section three (3), Township forty four (44), and 10 acres southeast corner of Southwest quarter of Southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section thirty four (34), Township forty five (45), range thirty three (33), said instrument being duly recorded in Book 227 at page 118, on the records in the office of the Recorder of Deeds in and for said County
- 14 120 acres out of Southwest quarter (SW $\frac{1}{4}$) of Section thirty five (35), (and 129 acres out of East half (E $\frac{1}{2}$) of Section thirty four (34), Township forty five (45), Range thirty three (33), said instrument being duly recorded in Book 227 page 119, on the records in the office of the Recorder of Deeds in and for said County
- 15 10 acres off north part of Southeast quarter of Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of section thirty five (35), Township forty five (45), Range thirty three (33), and 10 acres off north and west side of East half (E $\frac{1}{2}$) lot seven (7), of Northwest quarter (NW $\frac{1}{4}$) of Section three (3), Township forty four (44), Range thirty three (33), said instrument being duly recorded in Book 227 page 117, on the records in the office of the Recorder of Deeds in and for said County
- 16. Southwest quarter of northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section thirty four (34), Township forty five (45), Range thirty three (33), said instrument being duly recorded in Book 227 page 121, on the records in the office of the Recorder of Deeds in and for said County
- 17 Northeast quarter of Northeast quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section thirty three (33), Township forty five (45), Range thirty three (33), said instrument being duly recorded in Book 227 at page 123, on the records in the office of the Recorder of Deeds in and for said County
- 18. Southwest quarter of Southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section twenty eight (28), Northwest quarter of Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) and East half of Southwest quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section thirty three (33); all of southeast quarter (SE $\frac{1}{4}$) west of K C S RR right of way and southwest quarter of northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) west of K C S RR right of way, in section twenty nine (29); all in Township forty five five (45), Range thirty three (33), said instrument being duly recorded in Book 227 page 124, on the records in the office of the Recorder of Deeds in and for said County.
- 19. South half of northeast quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$) west of K C S RR right of way, and all of southeast quarter (SE $\frac{1}{4}$) east of K C S RR right of way, section twenty nine (29); southwest quarter of northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of section twenty eight (28); and northeast quarter of northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) section thirty three (33), Township forty five (45) Range thirty three (33), said instrument being duly recorded in Book 227 page 126, on the records in the office of the Recorder of Deeds in and for said County.
- 20. Northeast quarter of northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) and west 25 acres of northwest quarter of northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), section twenty nine (29); southeast quarter of Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) and west 25 acres southwest quarter of southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$), section twenty (20); all in township forty five (45), range thirty three (33) said instrument being duly recorded in Book 227 page 126, on the records in the office of the Recorder of Deeds in and for said County.
- 21 Northwest quarter of Northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of section twenty nine (29) and southwest quarter of southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of section twenty (20) Township forty five (45) Range thirty three (33) said instrument being duly recorded in Book 227 page 127, on the records in the office of the Recorder of Deeds in and for said county.
- 22 Northwest fractional fourth and west half of northeast quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$), section eighteen (18) further described as lot two (2) of the north half of fractional section eighteen (18), Township forty three (43), range thirty three (33), said instrument being duly recorded in Book 227 page 127

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23. Beginning at southwest corner of fractional section seven (7), Township forty three (43) North, Range thirty three (33) west, on line between Missouri and Kansas; thence east along the south line of said section a distance of 35.49 chains to the southwest corner of land owned by M.R. Bybee; thence north parallel with the east line of said section 34.58 chains; thence north 59 degrees 22 minutes west 11.70 chains to a stone marked 'X' and known as station 5; thence north 70 degrees and 45 minutes west 27.75 chains to Kansas line; thence south on the line between Missouri and Kansas to the place of beginning, and other lands, all in section seven (7), Township forty three (43) north, Range 33 west, said instrument being duly recorded in Book 227 page 2, on the records in the office of the Recorder of Deeds in and for said county.
24. Northwest quarter ^{Northwest quarter} of southwest quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and west half of southwest quarter of Northwest quarter of southwest quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of section eight (8), township 43 north, range 33 west; and a tract beginning at the southeast quarter of section (7) in said Township and Range, run thence north 27/33 chains, run thence north 67.5 degrees west to the right of way of the Kansas City Southern railway Co.; thence in a southerly direction along the east side of said right of way to the south line of said section 7; thence east 7.99 chains to the place of beginning. And a tract described as beginning on the east line of said section 7, township and range aforesaid at a point 550 feet south of the center of the east line of said section 7, thence south 290 feet, thence west 300 feet; thence in a straight line in a northeasterly direction to the place of beginning. And a tract described as beginning 12.07 chains west of the southeast corner of said section 7; thence north 32.35 chains to the public road; thence east 22.5 degrees south to the right of way of the Kansas City Southern railway Co; thence thence in a southerly direction along the west side of said right of way to the south line of said section 7; thence west to the place of beginning; said instrument being duly recorded in Book 227 page 3, on the records in the office of the recorder of deeds in and for said county.
25. 40 acres, southwest quarter of northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) section eight (8), township forty three (43), range thirty three (33), said instrument being duly recorded in Book 227 page 4, on the records in the office of the recorder of deeds in and for said county.
26. 26 acres, more or less, being in the west part of the east half of the northwest quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$) section eight (8), Township forty three (43), range thirty three (33), said instrument being duly recorded in Book 227 page 5, on the records in the office of the recorder of deeds in and for said County.
27. 38 acres lying along the east side and being in the northwest quarter (NW $\frac{1}{4}$) of section eight (8), township forty three (43) range thirty three (33), said instrument being duly recorded in Book 227 page 6, on the records in the office of the recorder of Deeds in and for said County.
28. North half of Northeast quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) and southeast quarter of Northeast quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of section eight (8), township forty three (43) north, range thirty three (33) west, said instrument being duly recorded in Book 227 page 7, on the records in the office of the Recorder of deeds in and for said County.
29. West half of southeast quarter (W $\frac{1}{2}$ of S.E. $\frac{1}{4}$) and southeast quarter of southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section five (5), township forty three (43), range thirty three (33), said instrument being duly recorded in Book 227 page 8, on the records in the office of the Recorder of deeds in and for said County.
30. Northeast quarter of southeast quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of section Five (5), township forty three (43) north, range thirty three (33) west, said instrument being duly recorded in Book 227 page 9, on the records in the office of the Recorder of Deeds in and for said county.
31. northwest quarter of southwest quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of section Four (4), township forty three (43), range thirty three (33), said instrument being duly recorded in Book 227 page 10, on the records in the office of the Recorder of deeds in and for said county.
32. Southwest quarter of northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) section four (4), township forty three (43) range thirty three (33), said instrument being duly recorded in Book 227 page 11, on the records in the office of the Recorder of Deeds in and for said County.
33. Southeast quarter of northwest quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of section Four (4), township forty three (43).

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- Range thirty three (33), said instrument being duly recorded in Book 227 page 12, on the records in the office of the Recorder of Deeds in and for said County.
34. Fractional east half of lot two (2) in northwest quarter (NW $\frac{1}{4}$) and fractional west half of lot two (2) in northeast quarter (NE $\frac{1}{4}$) in section four (4) township forty three (43) range thirty three (33), same being all the land owned by Mark H. Perkins in said section, the said instrument being duly recorded in Book 227 page 13, on the records in the office of the recorder of deeds in and for said County.
35. Northeast quarter of northeast quarter (NE $\frac{1}{2}$ of NE $\frac{1}{4}$) of section four (4), township forty three (43), range thirty three (33); southeast quarter of southeast quarter (SE $\frac{1}{2}$ of SE $\frac{1}{4}$) of section thirty three (33), and southwest quarter of southwest quarter (SW $\frac{1}{2}$ of SW $\frac{1}{4}$) of section thirty four (44), township forty four (44), range thirty three (33), said instrument being duly recorded in Book 227 page 14, on the records in the office of the Recorder of deeds in and for said County.
36. West half of southwest quarter of southwest quarter (W $\frac{1}{2}$ of SW $\frac{1}{2}$ of SW $\frac{1}{4}$) of section eighteen (18), township forty four (44), range thirty two (32); northeast quarter of southeast quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section thirty three (33); Northwest quarter of southwest quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and east half of west east quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$) and east half of Northeast quarter of Southeast quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section thirty four (34); southwest quarter (SW $\frac{1}{4}$) and that part lying in south half of northwest quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$) of section twenty six (26), and west half of northwest quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$) of section thirty five (35), all in township forty four (44), range thirty three (33), said instrument being duly recorded in Book 227 page 15, on the records in the office of the Recorder of Deeds in and for said County.
37. 80 Acres west half of northwest quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$) of section thirty four (34), township forty four (44), range thirty three (33), said instrument being duly recorded in Book 227 page 16, on the records in the office of the Recorder of Deeds in and for said county.
38. East half of west half (E $\frac{1}{2}$ of W $\frac{1}{2}$) section twenty seven (27); East half of north east quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$) section thirty four (34); 32 acres west part east half section twenty seven (27); all in township forty four (44), range thirty three (33), said instrument being duly recorded in Book 227, page 17, on the records in the office of the Recorder of Deeds in and for said County.
39. All of east half (E $\frac{1}{2}$) of section twenty seven (27), township forty four (44) range thirty three (33) west, except 32 acres off west side; and west half of northeast quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$) of section thirty four (34), Township forty four (44) north, range thirty three (33) west, said instrument being duly recorded in Book 227 page 18, on the records in the office of the Recorder of Deeds in and for said County.
40. Southwest quarter of northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$); Northwest quarter of southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$); southeast quarter of northwest quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$), and north half of Northeast quarter of southwest quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of section twenty six (26), township forty four (44), range thirty three (33), said instrument being duly recorded in Book 227 page 19, on the records in the office of recorder of Deeds in and for said County.
41. North half of Northeast quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$), and northeast quarter of Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of section twenty six (26), Township forty four (44) north, range thirty three (33) west, said instrument being duly recorded in Book 227 page 20, on the records in the office of the Recorder of Deeds in and for said County.
42. South half of southeast quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) of section twenty three (23), township forty four (44), range thirty three (33), said instrument being duly recorded in Book 227 page 21, on the records in the office of the Recorder of Deeds in and for said County.
43. South half of northeast (S $\frac{1}{2}$ of NE $\frac{1}{4}$) and the northeast quarter of southeast quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section twenty three (23), township forty four (44), range thirty three (33), said instrument being duly recorded in Book 227 page 22, on the records in the office of the recorder of deeds in and for said county.
44. Northwest quarter of southwest quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of section twenty four (24), township forty four (44) range thirty three (33), said instrument being duly recorded in Book 227 page 23, on the records in the office of the Recorder of Deeds in and for said County.

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- reference is the office of the recorder of deeds in and for said County.
45. West half of northwest quarter ($\frac{1}{2}$ of $\frac{1}{4}$) of section twenty four (24) Township forty four (44), range thirty three (33), said instrument being duly recorded in Book 227 at page 24, on the records in the office of the Recorder of Deeds in and for said County.
46. Northeast quarter ($\frac{1}{4}$ of $\frac{1}{4}$) and north half of Southeast quarter ($\frac{1}{2}$ of $\frac{1}{4}$ of $\frac{1}{4}$) and East half of northwest quarter ($\frac{1}{2}$ of $\frac{1}{4}$) and northeast quarter of southwest quarter ($\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$) of section twenty four (24) and south half of southeast quarter ($\frac{1}{2}$ of $\frac{1}{4}$ of $\frac{1}{4}$) and southeast quarter of southwest quarter ($\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$) of section thirteen (13), township forty four (44), range thirty three (33), said instrument being duly recorded in Book 227 page 25, on the records in the office of the Recorder of Deeds in and for said County.
47. Ten acres out of south half of Northwest quarter of southwest quarter ($\frac{1}{2}$ of $\frac{1}{4}$ of $\frac{1}{4}$) of section eighteen (18), township forty four (44) range thirty two (32), said instrument being duly recorded in Book 227 page 26, on the records in the office of the recorder of deeds in and for said County.
48. Ten acres, northwest quarter of southwest quarter ($\frac{1}{4}$ of $\frac{1}{4}$) Section eighteen (18), township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 27, on the records in the office of the Recorder of Deeds in and for said County.
49. Northeast quarter of Southwest quarter ($\frac{1}{4}$ of $\frac{1}{4}$) and 8 acres in Lot 2 Southwest quarter lying east of public road, and one acre north and east Pony creek bridge and East Wagon road, all in Section eighteen (18), township forty four (44), range thirty two (32) said instrument being duly recorded in Book 227 at page 28, on the records in the office of the Recorder of Deeds in and for said County.
50. Southeast quarter of Northwest quarter ($\frac{1}{4}$ of $\frac{1}{4}$) and Southwest quarter of Northeast quarter ($\frac{1}{4}$ of $\frac{1}{4}$) of Section eighteen (18) Township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 29, on the records in the office of the Recorder of Deeds in and for said County.
51. Northwest quarter of Northeast quarter ($\frac{1}{4}$ of $\frac{1}{4}$) of Section eighteen (18), Township forty four (44), Range thirty two (32), said instrument being duly recorded in Book 227 page 30, on the records in the office of the Recorder of Deeds in and for said County.
52. East 17 acres of Southwest quarter of southeast quarter ($\frac{1}{4}$ of $\frac{1}{4}$) of Section seven (7), township forty four (44) North, Range thirty two (32) West, said instrument being duly recorded in Book 227 page 31, on the records in the office of the Recorder of Deeds in and for said County.
53. Northeast quarter of Southeast quarter ($\frac{1}{4}$ of $\frac{1}{4}$) of Section seven (7), township forty four (44) North, Range thirty two (32) West, said instrument being duly recorded in Book 227 page 32, on the records in the office of the Recorder of Deeds in and for said County.
54. Northeast quarter of Southwest quarter ($\frac{1}{4}$ of $\frac{1}{4}$) of Section eight (8), township forty four (44) North, Range thirty two (32) West, said instrument being duly recorded in Book 227 page 33, on the records in the office of the Recorder of Deeds in and for said County.
55. East half of Northeast quarter ($\frac{1}{2}$ of $\frac{1}{4}$) of Section eight (8) Township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 34, on the records in the office of the recorder of deeds in and for said County.
56. South half of Southeast quarter ($\frac{1}{2}$ of $\frac{1}{4}$) of Section five (5), Township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 35, on the records in the office of the Recorder of Deeds in and for said County.
57. West half of Southeast quarter ($\frac{1}{2}$ of $\frac{1}{4}$) ^{and northwest quarter of southeast quarter ($\frac{1}{4}$ of $\frac{1}{4}$)} of Section four (4), township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 36, on the records in the office of the Recorder of Deeds in and for said County.
58. East half of Lot one (1) Northeast quarter ($\frac{1}{2}$ of $\frac{1}{4}$) and west half of lot one (1) Northeast quarter ($\frac{1}{2}$ of $\frac{1}{4}$) of Section four (4), Township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 39, on the records in the office of the Recorder of Deeds in and for said County.

- 59. West half of Lot two (2), northwest quarter (NW $\frac{1}{4}$), and North half of west half of lot one (1) northwest quarter (NW $\frac{1}{4}$), Section three (3), township forty four (44), range thirty two (32) said instrument being duly recorded in Book 227 page 40, on the records in the office of the Recorder of Deeds in and for said County.
- 60. East half lot three (3) and lot four (4) of Northeast quarter (NE $\frac{1}{4}$), Section four (4), township forty four (44), range thirty two (32) and lots three (3) and four (4) Northwest quarter (NW $\frac{1}{4}$) Section three (3), township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 41, on the records in the office of the Recorder of Deeds in and for said County.
- 61. Lots four (4) and five (5), Northeast quarter (NE $\frac{1}{4}$) Section three (3), Township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 42, on the records in the office of the Recorder of Deeds in and for said County.
- 62. East half of lots six (6) and seven (7) of Northeast quarter (NE $\frac{1}{4}$) of Section three (3), township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 43, on the records in the office of the Recorder of Deeds in and for said County.
- 63. Lots six (6) and seven (7) of Northwest quarter (NW) and lots six (6) and seven (7) of Northeast quarter (NE $\frac{1}{4}$) of Section two (2), Township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 44, on the records in the office of the Recorder of Deeds in and for said County.
- 64. Southeast quarter of southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section thirty five (35), and South half (S $\frac{1}{2}$) and Northwest quarter of southwest quarter (SW $\frac{1}{4}$) of Section thirty six (36), township forty five (45), range thirty two (32), said instrument being duly recorded in Book 227 page 45 on the records in the office of the Recorder of Deeds in and for said County.
- 65. Northeast quarter of southwest quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) and South half of northwest quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$), and Southwest quarter of Northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section thirty six (36), Township forty five (45), range thirty two (32), said instrument being duly recorded in Book 227 page 46, on the records in the office of the Recorder of Deeds in and for said County.
- 66. Northwest quarter of Southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section thirty six (36), township forty five (45), range thirty two (32), said instrument being duly recorded in Book 227 page 47, on the records in the office of the Recorder of Deeds in and for said County.
- 67. East half of Northeast quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section thirty six (36) township forty five (45) range thirty two (32), said instrument being duly recorded in Book 227 page 48, on the records in the office of the Recorder of Deeds in and for said County.
- 68. Northwest quarter (NW $\frac{1}{4}$) of Section thirty one (31), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 49, on the records in the office of the Recorder of Deeds in and for said County.
- 69. South half of Southeast quarter of Southeast quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section twenty five (25), Township forty five (45) North, Range thirty two (32) West, and South half of South west quarter of Southwest quarter (S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section thirty (30), Township forty five (45) North, Range thirty one (31) West, said instrument being duly recorded in Book 227 page 50, on the records in the office of the Recorder of Deeds in and for said County.
- 70. North half lot two (2) southwest quarter (SW $\frac{1}{4}$) and north half of south half lot two (2) southwest quarter (SW $\frac{1}{4}$) Section thirty (30) Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 51, on the records in the office of the Recorder of Deeds in and for said County.
- 71. Southeast quarter of Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) and Northeast quarter of Southwest quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) and 10 acres off west side of northwest quarter of southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section thirty (30), Township forty five (45), Range thirty one (31) said instrument being duly recorded in Book 227 page 52, on the records of the office of the Recorder of Deeds in and for said County.

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72. South half of Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) and Northeast quarter of Southeast quarter ($NE\frac{1}{4}$ of $SE\frac{1}{4}$) and 30 acres off east side of Northwest quarter of Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) of Section thirty (30), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 53, on the records in the office of the Recorder of Deeds in and for said County.
73. West half of Southwest quarter of Northeast quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$) and Southeast quarter of Southwest quarter of Northeast quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$) and North half of southeast quarter of northwest quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$ of $NW\frac{1}{4}$) of Section thirty (30), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 54, on the records in the office of the Recorder of Deeds in and for said County.
74. Southeast quarter of Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$) and Northeast quarter of southwest quarter of northeast quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$) and Northwest quarter of Northeast quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section thirty (30), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 55, on the records in the office of the Recorder of Deeds in and for said County.
75. Northeast quarter of Northeast quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$) of Section thirty (30) township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 56, on the records in the office of the Recorder of Deeds in and for said County.
76. North half of southwest quarter ($N\frac{1}{2}$ of $SW\frac{1}{4}$), all the northwest quarter ($NW\frac{1}{4}$) and west half of northeast quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$) of Section twenty nine (29), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 57, on the records in the office of the Recorder of Deeds in and for said County.
77. South half of Southwest quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$) of Section twenty (20) Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 58, on the records in the office of the Recorder of Deeds in and for said County.
78. Northeast quarter of Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) and Northwest quarter of Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) and Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section Twenty (20), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 59, on the records in the office of the Recorder of Deeds in and for said County.
79. East half of Northeast quarter ($E\frac{1}{2}$ of $NE\frac{1}{4}$) of Section twenty (20) Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 60, on the records in the office of the Recorder of Deeds in and for said County.
80. Northwest quarter ($NW\frac{1}{4}$) of Section twenty one (21), and South half of Southwest quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$) of Section sixteen (16), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 61, on the records in the office of the Recorder of Deeds in and for said County.
81. North half of Southwest quarter ($N\frac{1}{2}$ of $SW\frac{1}{4}$); all of Northwest quarter ($NW\frac{1}{4}$), and North half of northeast quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$) of Section sixteen (16), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 62, on the records in the office of the Recorder of Deeds in and for said County.
82. North half of Southeast quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$) and South half of Northeast quarter ($S\frac{1}{2}$ of $NE\frac{1}{4}$) and Southwest quarter of Southeast quarter ($SW\frac{1}{4}$ of $SE\frac{1}{4}$) all in Section sixteen (16), Township forty five (45) North, Range thirty one (31) West, said instrument being duly recorded in Book 227 page 63, on the records in the office of the Recorder of Deeds in and for said County.
83. South half of Northwest quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$) of Section fifteen (15) Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 64, on the records in the office of the Recorder of Deeds in and for said County.
84. North half of Northwest quarter ($N\frac{1}{2}$ of $NW\frac{1}{4}$) of Section fifteen (15), Township forty five (45) Range thirty one (31), said instrument being duly recorded in Book 227 page 65, on the records in the office of the Recorder of Deeds in and for said County.

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- 85. North half of South half of Southeast quarter ($N\frac{1}{2}$ of $S\frac{1}{2}$ of $SE\frac{1}{4}$) of Section nine (9), and West 100 acres of southwest quarter ($SW\frac{1}{4}$) of Section ten (10), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 66, on the records in the office of the Recorder of Deeds in and for said County.
- 86. Southeast quarter ($SE\frac{1}{4}$) and 60 acres off east side of Southwest quarter ($SW\frac{1}{4}$) of Section Ten (10) Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 67, on the records in the office of the Recorder of Deeds in and for said County.
- 87. Northeast quarter ($NE\frac{1}{4}$) of Section ten (10), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 68, on the records in the office of the Recorder of Deeds in and for said County.
- 88. West half of Northwest quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$) of Section eleven (11) Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 69, on the records in the office of the Recorder of Deeds in and for said County.
- 89. Northeast quarter of Northwest quarter ($NE\frac{1}{4}$ of $NW\frac{1}{4}$) of Section eleven (11), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 70, on the records in the office of the Recorder of Deeds in and for said County.
- 90. All of South half ($S\frac{1}{2}$) lying east of M P RR of Section two (2), and East half of Southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$) of Section One (1), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 71, on the records in the office of the Recorder of Deeds in and for said County.
- 91. 36 acres Southeast quarter of Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$) of Section two (2), and Southwest quarter of Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$) of Section one (1), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 72, on the records in the office of the Recorder of Deeds in and for said County.
- 92. Northeast quarter ($NE\frac{1}{4}$) of Section eleven (11); and 40 acres out of north half of Northeast quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$) and 56.22 acres of North half of Northwest quarter ($N\frac{1}{2}$ of $NW\frac{1}{4}$) of Section one (1), Township Forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 73, on the records in the office of the Recorder of Deeds in and for said County.
- 93. 29.5 acres lying in southeast corner of southwest quarter ($SW\frac{1}{4}$) and the southwest corner of southeast quarter ($SE\frac{1}{4}$) of Section thirty six (36), Township forty six (46), Range thirty one (31), said instrument being duly recorded in Book 227 page 74, on the records in the office of the Recorder of Deeds in and for said County.
- 94. East half of Southeast quarter ($E\frac{1}{2}$ of $SE\frac{1}{4}$) of Section thirty six (36), Township forty six (46), Range thirty one (31); and West half of Southwest quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$) of Section thirty one (31), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 75 on the records in the office of the Recorder of Deeds in and for said County.
- 95. All that part of lot one (1), northwest quarter ($NW\frac{1}{4}$), belonging to Jan. Rafferty, of Section thirty one (31), Township forty six (46) Range thirty (30), said instrument being duly recorded in Book 227, page 76, on the records in the office of the Recorder of Deeds in and for said County.
- 96. Northeast quarter of Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) and Southeast quarter of Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) and Northeast quarter of Northeast quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$) of Section thirty one (31), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 77, on the records in the office of the Recorder of Deeds in and for said County.
- 97. South half of Southwest quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$) of Section twenty nine (29); 50 acres off south end of East half of Southeast quarter ($E\frac{1}{2}$ of $SE\frac{1}{4}$) of Section thirty (30); Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) and Northwest quarter of Northeast quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section thirty one (31), Township forty six (46) Range thirty (30), said instrument being duly recorded in Book 227, page 78, on the records in the office of the Recorder of Deeds in and for said County.



98. 65 acres out of North half of southwest quarter ($N\frac{1}{2}$ of $SW\frac{1}{4}$) of Section twenty nine (29), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 78, on the records in the office of the Recorder of Deeds in and for said County.
99. East half of Northwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$) and 15 acres of that part of West half of North west quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$) lying east of public road, in Section twenty nine (29), Township forty six (46), Range Thirty (30), said instrument being duly recorded in Book 227 page 80, on the records in the office of the Recorder of Deeds in and for said County.
100. Northeast quarter ($NE\frac{1}{4}$) of Section twenty nine (29), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 81, on the records in the office of the Recorder of Deeds in and for said County.
101. West half of Southwest quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$) of Section twenty one (21) and East half of Southeast quarter ($E\frac{1}{2}$ of $SE\frac{1}{4}$) of Section twenty (20), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 82, on the records in the office of the Recorder of Deeds in and for said County.
102. East half of Southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$) of Section twenty one (21) Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 83, on the records in the office of the Recorder of Deeds in and for said County.
103. South half of Northwest quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$) of Section twenty one (21), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 84, on the records in the office of the Recorder of Deeds in and for said County.
104. North half of Northwest quarter ($N\frac{1}{2}$ of $NW\frac{1}{4}$) Section twenty one (21) Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 85, on the records in the office of the Recorder of Deeds in and for said County.
105. Northwest quarter of Northeast quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section twenty one (21), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 86, on the records in the office of the Recorder of Deeds in and for said County.
106. West half of Southeast quarter ($W\frac{1}{2}$ of $SE\frac{1}{4}$) of Section sixteen (16), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 87, on the records in the office of the Recorder of Deeds in and for said County.
107. East half of the Southeast quarter ($E\frac{1}{2}$ of $SE\frac{1}{4}$) of Section sixteen (16), and West half of Southwest quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$) of Section fifteen (15), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 88, on the records in the office of the Recorder of Deeds in and for said County.
108. South half of Northwest quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$) of Section fifteen (15), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 89, on the records in the office of the Recorder of Deeds in and for said County.
109. North half of Northwest quarter ($N\frac{1}{2}$ of $NW\frac{1}{4}$) of Section fifteen (15), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 90, on the records in the office of the Recorder of Deeds in and for said County.
110. North half of Northeast quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$) of Section fifteen (15) Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 91, on the records in the office of the Recorder of Deeds in and for said County.
111. Southeast quarter of Southeast quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section Ten (10), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 92, on the records in the office of the Recorder of Deeds in and for said County.
112. Southeast quarter of Southeast quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) and 30 acres off the south side of the Northwest quarter of southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$); also northeast quarter of southeast quarter ($NE\frac{1}{4}$ of $SE\frac{1}{4}$) and 15 acres off south side of southeast quarter of northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$), all in Section ten (10), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 93, on the records in the office of the Recorder of Deeds in and for said County.

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- 113. South half of northwest quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section eleven (11), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 Page 94, on the records in the office of the Recorder of Deeds in and for said County.
- 114. Northwest quarter of Northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section eleven (11), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 Page 95, on the records in the office of the Register of Deeds in and for said County.
- 115. Northeast quarter of Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section eleven (11), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 96, on the records in the office of the Register of Deeds in and for said County.
- 116. Southeast quarter of Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section two (2), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 97, on the records in the office of the Register of Deeds in and for said County.
- 117. West half of Southeast quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section two (2), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 98, on the records in the office of the Register of Deeds in and for said County.
- 118. East half of Southeast quarter (E $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section two (2), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 99, on the records in the office of the Register of Deeds in and for said County.
- 119. East half of Northeast quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$) and 10 acres off north side of Northeast quarter of Southeast quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Two (2), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 100, on the records in the office of the Register of Deeds in and for said County.
- 120. Southwest quarter of Northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section one (1), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 101, on the records in the office of the Register of Deeds in and for said County.
- 121. 98 acres off the north side of the Northwest quarter (NW $\frac{1}{4}$) of Section One (1), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 102, on the records in the office of the Recorder of Deeds in and for said County.
- 122. Franchise, authority and permission from the County Court of Cass County, State of Missouri, under an order of said Court, dated December 5, 1916, to lay, construct, maintain and operate underneath and along the surface of the public highways of said County, pipes and pipe lines, and telegraph and telephone lines, as the same appears of record and on file in the office of the Clerk of said Court and County Clerk in and for said County.
- 123. Northwest quarter of Southwest quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section eleven (11), Township forty six (46), Range thirty (30), said instrument being duly executed by George Storms and Amy T. Storms, his wife and X. S. Storms and Sallie J. Storms, his wife, and dated the 27th day of December, 1916.
- 124. Northwest quarter of Southwest quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and 15 acres more or less off north side of Southwest quarter of Southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$), same being 55 acres more or less, Section four (4), Township forty four (44), Range thirty two (32), said instrument being duly recorded in Book 227 page 130, on the records in the office of the Recorder of Deeds in and for said County.

TO HAVE AND TO HOLD THE SAME unto said assignee, SINCLAIR - CUDRAY PIPE LINE COMPANY, its successors and assigns, for the full term of said right of way contracts, leases, franchises and agreements for the uses and purposes and upon the terms and conditions therein contained and set forth.

IN TESTIMONY WHEREOF, said party of the first part has executed this instrument on the day and year first above written.

WITNES:

E. P. Sinclair.

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(SEAL)

My commission expires: Nov. 25, 1958.

Jo Ann Yonney,
Notary Public, in and for the
County and State of

Filed for record this 6 day of August, A.D. 1955 at 3 o'clock 10 minutes P.M.

Quinn T. Clegg Deputy

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W. R. ... (Notary)

ASSIGNMENT OF RIGHTS OF WAY

KNOW ALL MEN BY THESE PRESENTS, THAT: *For Release, see ch. 524, p. 494.*
SERVICE PIPE LINE COMPANY, a Maine corporation, with its principal office in Tulsa, Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, all cash to it in hand paid by C.R. BURDEN CONSTRUCTION CORP., a Delaware corporation, receipt of which is hereby acknowledged, has bargained, sold, transferred, and assigned and by these presents does bargain, sell, transfer, and assign unto C.R. Burden Construction Corp., all of Service Pipe Line Company's right, title and interest in all those certain rights-of-way easements owned by Service Pipe Line Company situated in Bass County, Missouri, and more particularly described in that certain list of pipe line rights-of-way easements marked "Exhibit A" and attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto C.R. Burden Construction Corp., its successors and assigns forever, subject nevertheless to the terms, conditions, and provisions of said rights-of-way easements, and Service Pipe Line Company for and on behalf of itself, its successors and assigns, hereby warrants its title under said rights-of-way easements against the claims of any person claiming by, through or under it, but not other wise.

It is understood and agreed that this assignment of rights of way shall be effective as of August 1, 1955.

WITNESS the hand and seal of Service Pipe Line Company at Tulsa, Oklahoma, this 5th day of August, A.D. 1955.

(CORPORATE SEAL)
ATTEST:
R.E. Knunka,
Ass't. Secretary

SERVICE PIPE LINE COMPANY
By J.L. Shoemaker,
Financial Vice President

U.S. REVENUE herewith attached for \$1.65.

STATE OF OKLAHOMA)
) ss. Before me, a Notary Public, on this day personally appeared J.L. Shoemaker, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Financial Vice President, of Service Pipe Line Company, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 5th day of August, 1955.

(SEAL) My commission expires: Feb. 27, 1956.

Adorine M. Maloney,
Notary Public

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EXHIBIT "A"
PARTS OF EAT EASEMENTS
ASSIGNED TO O.R. BURESH CHEMBRICTER CORP.
Guss County, Missouri

GRANTOR	GRANTEE	DESCRIPTION	SEC. TWP. R.B.	CONTRACT DATE	RECORDED	SERIES 33A LINE WEST NO.
Bernadet Alderson Sarah Alderson	H.F. Sinclair	NE 1/4 NE 1/4 SE 1/4 NE 1/4	29 45 33 20 45 33	Mar. 7, 1917	Bk. 227 pg. 127	1971
T.J. Dalton Maggie T. Dalton	" "	1/2 NE 1/4 E & W 25 ac of NE 1/4 NE 1/4 1/2 SE 1/4 E & W 25 ac of SE 1/4 NE 1/4	29 45 33 20 45 33	Mar. 20, 1917	Bk. 227 pg. 126	1992
L.F. McCarl	Sinclair-Gudaby P.L.Co.	All of NW 1/4 NE 1/4 E of RR R/W	29 45 33	Mar. 25, 1917	Bk. 227, pg. 129	1974
H. Hanson Tim Hanson	H.F. Sinclair	SE 1/4 NE 1/4 of E.C. RR R/W SW 1/4 NE 1/4 NW 1/4 NE 1/4 All of SW 1/4 of E.C. RR	29 45 33 20 45 33 33 45 33 29 45 33	Mar. 7, 1917	Bk. 227, pg. 128	1975
X W.F. Boylen Lain Edalen P.P. Benson Lydia Hanson	Sinclair-Gudaby P.L.Co. H.F. Sinclair	N 1/2 SW 1/4 & NE corner of SW 1/4 NE 1/4 All SW 1/4 West of E.C. R/W SE 1/4 NE 1/4 West of E.C. S.W.R. SW 1/4 NE 1/4 SE 1/4 NE 1/4	28 45 33 20 45 33 29 45 33 33 45 33 28 45 33 33 45 33	Mar. 25, 1917 Mar. 7, 1917	Bk. 227, pg. 125 Bk. 227, pg. 124	1976 X 1976-1 1977-2
R.H. Shores L.R. Shores	H.F. Sinclair	NE 1/4 NE 1/4	33 45 33	Mar. 16, 1917	Bk. 227, pg. 123 X	1978
J.J. Morgan Anna B. Morgan W.F. Morgan	Sinclair-Gudaby P.L.Co.	Pipe line to pass within 20 feet south of & 20 ft. west the center of the road at the NW of SE 1/4 NE 1/4	33 45 33	Mar. 28, 1917	Bk. 227, pg. 122 1/2	1979
J.J. Morgan Anna B. Morgan Ella V. Morgan	Standard Pipe Line Company	SE 1/4 NE 1/4	33 45 33	Dec. 18, 1941	Bk. 329 pg. 476 1/2	1979
Randin Coble	H.F. Sinclair	SW 1/4 NW 1/4	34 45 33	Feb. 8, 1917	Bk. 227, pg. 121	1980
Loren T. Brown Mary L. Brown	Standard Pipe Line Company	NE 1/4 NW 1/4 SW 1/4	34 45 33	Mar. 26, 1947	Bk. 329 pg. 477	1980-1

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NAME	GRANTS	DESCRIPTION	SEC. TWP. R.	CONTRACT NO.	RECORDED	SERIES 3341 LINE FOOT NO.
P.A. Brown Charles A. Brown	Stoddard-Cooking P.L. Co.	Plat 22 sec. 8 as in Sec 34 R 2 S 2 E	34 45 33	Mar. 28, 1917	Rk-227, pg. 120	1981
H.C. Smith H.C. Smith	H.F. Stoddard	1/2 Lot 7 of R 2 S 2 E 10 acres Sec. 8 of S 2 E S 2 E	34 44 33 34 45 33	Mar. 15, 1917	Rk-227, pg. 118	1982
Henry C. Brown Henry C. Brown	H.F. Stoddard	120 acres out S 2 E 120 acres out S 2 E	35 45 33 34 45 33	Jan. 27, 1917	Rk-227, pg. 119	1982 1982-4
Ed. Simpson Elizabeth Simpson	Sheridan-Cooking P.L. Co.	180 ac. lot 8 & 7 R 2 S 2 E 43 ac. R 2 S 2 E	3 44 33 3 44 33	Jan. 18, 1917	Rk-227, pg. 116	1983
Ed. Simpson Elizabeth Simpson	H.F. Stoddard	180 ac. lot 6 & 7 R 2 S 2 E 43 ac. R 2 S 2 E of lot 7, R 2 S 2 E	3 44 33 3 44 33	Mar. 28, 1918	Rk-227, pg. 135	1983
Henry C. Smith Bona W. Smith	" "	10 ac. off R part S 2 E S 2 E 10 ac. off R & W side of R 2 S 2 E	3 44 33 3 44 33	Feb. 8, 1917	Rk-227, pg. 117	1983-4
Henry C. Smith Bona W. Smith	" "	1/2 lot 6, R 2 S 2 E	2 44 33	Dec. 27, 1916	Rk-227, pg. 115	1984
Henry C. Smith Bona W. Smith	" "	1/2 lot 6, R 2 S 2 E	2 44 33	Jan. 17, 1917	not recorded	1984
J.L. Stoddard Edna V. Stoddard	" "	1/2 lot 5 of R 2 S 2 E	2 44 33	Jan. 18, 1917	Rk-227, pg. 113	1985
J.L. Stoddard Edna V. Stoddard	Sheridan-Cooking Pipe Line Co. S 2 E of lot 5 R 2 S 2 E	" R 2 S 2 E lot 5 R 2 S 2 E	2 44 33	Mar. 26, 1918	Rk-227, pg. 132	1985
Harrold Richardson Alice Richardson	" "	" R 2 S 2 E lot 5 R 2 S 2 E	2 44 33	Mar. 29, 1917	Rk-227, pg. 114	1986
J.L. Stoddard Edna V. Stoddard	H.F. Stoddard	Plots 3 & 4 of R 2 S 2 E	2 44 33	Mar. 15, 1917	Rk-227, pg. 112	1987
H.F. Stoddard Edna V. Stoddard	Stoddard-Cooking Pipe Line Co. S 2 E of lot 4 R 2 S 2 E	Lot 4 R 2 S 2 E	2 44 33	Mar. 30, 1917	Rk-227, pg. 111	1988
H.F. Stoddard Edna V. Stoddard	H.F. Stoddard	Lot 1 & 2 R 2 S 2 E	2 44 33	Mar. 15, 1917	Rk-227, pg. 110	1989
H.F. Stoddard Edna V. Stoddard	H.F. Stoddard	Lot 2 R 2 S 2 E	2 44 33	Mar. 12, 1917	Rk-227, pg. 109	1990
J.F. Stoddard John P. Stoddard	" "	10 a. S 2 E lot 1 R 2 S 2 E 7 1/2 a. lot 2, Sec. 6 a. off R 2 S 2 E	1 44 33 1 44 33	Mar. 3, 1917	Rk-227, pg. 108	1991
Overseer	" "	10 a. S 2 E lot 1 R 2 S 2 E 7 1/2 a. lot 2, Sec. 6 a. off R 2 S 2 E by Richardson	1 44 33	Jan. 23, 1917	Rk-227, pg. 107	1992
Metropolitan Life Ins. Co. Standard Pipe Line Company S 2 E	" "	" "	1 44 33	June 19, 1912	not recorded	1992

Filed for record this 8 day of August, A.D. 1917 at 1 o'clock 30 minutes P.M.
By Lucas Van Camp Deputy Recorder

COMPLAINT

AFFIDAVIT

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Comes now Ernest E. Simpson, of lawful age, being first duly sworn on his oath, states that he and his wife, Charlotte C. Simpson are the absolute owners in fee simple of the following described real estate, situate in Cass County, Missouri, to-wit:

A part of the West Half of the Southeast Quarter of Section 29, in Township 46, Range 30, described as follows: Beginning at a point on the West line of the West Half of the Southeast Quarter of said Section, at a point 13.86 chains South of the Northwest corner thereof; running thence, South along said line to point of intersection with the Northerly line of the right-of-way of the Missouri Pacific Railroad Company; thence, in a Southeasterly direction along the Northerly line of said right-of-way to point of intersection with the East line of the West half of the Southeast Quarter of said Section; thence, North along said line to a point due East of the place of beginning; thence, West to the place of beginning.

Affiant states that he is the son, and only child of Josephine Schoder Simpson, his mother, deceased; that his mother was the daughter of John Schoder, deceased. Affiant states that his grandfather, John Schoder, whose Last Will and Testament is recorded in Book 162, Page 526, Recorder of Deeds Office, Cass County, Missouri, left as his sole and only heirs at law the following: Josephine Schoder, widow; John Schoder, son; Joseph Schoder, son; Ernest Schoder, son; and this affiant, grandson, and child of Josephine Schoder Simpson, deceased daughter of John Schoder, deceased. Affiant further states that John Schoder, deceased, left no other child or children, or descendants of deceased child or children, either natural or adopted, and that Josephine Schoder, wife of John Schoder is now deceased.

Affiant further states that the above described real estate was purchased by John Schoder, April 10th, 1883; that said land has been in the family of John Schoder and his heirs continuously for more than seventy-two (72) years; that this affiant and those under whom he claims title have held open, notorious, continuous, and absolute possession of said real estate since the year 1883.

Further affiant saith not.

Ernest E. Simpson
Affiant

Subscribed and sworn to before me this 8th day of August, 1955.

Marian E. DeShazer
Notary Public

(SEAL)

My Commission Expires: November 8th, 1957

Filed for record this 9th day of August, A.D. 1955 at 10 o'clock 15 minutes A.M.

James Van Camp Deputy Recorder *W.D. Russell* Recorder
00000000

400

914

MEMORANDUM OF OPTION

STATE OF MISSOURI §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CASS §

This Memorandum of Option is executed concurrently with a Purchase Option Contract, and both this Memorandum and the Purchase Option Contract constitute an agreement by and among BURDEN CONSTRUCTION CORP., a Delaware corporation, with offices located in Tulsa, Oklahoma and Jack S. Burden, an individual presently residing in Tulsa, Oklahoma (hereinafter collectively "BURDEN") and TOWER PIPELINE, INC., a Texas corporation, with offices located in San Antonio, Texas (hereinafter "TOWER"), relating to approximately 196.7 miles of pipeline right-of-way, including any and all appurtenances thereto and improvements located thereon in the States of Kansas and Missouri and more particularly in Cass County, Missouri, said right-of-way as it traverses said county and state being more fully described in Exhibit "A", attached hereto and by this reference incorporated herein in its entirety.

BURDEN HEREBY GRANTS, for valuable consideration described in the Purchase Option Contract to TOWER the exclusive right and option to buy the above described property at a price and upon such terms as are described in the Purchase Option Contract. This option shall expire on or about August 31, 1994, and unless exercised or extended prior to the date of expiration, TOWER shall have no further interest in the property.

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Option the 26 day of October, 1984.

TOWER PIPELINE, INC.

By: [Signature]
Title: Vice-Pres B. B. Cloud

BURDEN CONSTRUCTION CORP.

By: J. S. Burden
Title: pres. J. S. Burden

JACK S. BURDEN

Jack S. Burden

Cass County, MO - Web Copy

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 26th day of October, 1984 by BRUCE B. CLOUD, Vice President of TOWER PIPELINE, INC., a Texas corporation, on behalf of said corporation.

Bobette H. Frazier
Notary Public for the State of Texas
Name: BOBETTE H. FRAZIER
Notary Public, State of Texas
My Commission Expires: August 7, 1985

STATE OF OKLAHOMA §
§
COUNTY OF CREEK §

This instrument was acknowledged before me on the 26th day of October, 1984 by JACK S. BURDEN, President of BURDEN CONSTRUCTION CORP., a Delaware corporation, on behalf of said corporation.

John J. Hardy
Notary Public for the State of OKLAHOMA
Name: JOHN J. HARDY
My Commission Expires: July 25, 1988

STATE OF OKLAHOMA §
§
COUNTY OF CREEK §

This instrument was acknowledged before me on the 26th day of October, 1984 by JACK S. BURDEN.

John J. Hardy
Notary Public for the State of OKLAHOMA
Name: JOHN J. HARDY
My Commission Expires: July 25, 1988

EXHIBIT 'A'

RIGHTS OF WAY EASEMENTS

PURCHASE OPTION GRANTED TO TOWER PIPELINE, INC.

Cass County, Missouri

GRANTOR	GRANTEE	DESCRIPTION	SEC. TWP. RBE.	CONTRACT DATED	RECORDED	SERIES 3341 LINE LIST NO.	DATE
Benedict Alderson Sarah Alderson	H. F. Sinclair	SW 1/4 NE 1/4 SW 1/4 SW 1/4	29 45 33 20 45 33	Mar. 7, 1917	BL. 227 PG. 127		1972
T. J. Dalton Maggie W. Dalton	"	NE 1/4 NW 1/4 & W 25 ac. of NW 1/4 NE 1/4 SE 1/4 SW 1/4 & W 25 ac. of SW 1/4 SE 1/4	29 45 33 20 45 33	Mar. 20, 1917	BL. 227 PG. 126		1972
I. N. McCarl	Sinclair-Gudaby P.L. Co.	ALL of NW 1/4 NE 1/4 E of RR R/W ALL of SW 1/4 SE 1/4 E of RR R/W	29 45 33 20 45 33	Mar. 28, 1917	BL. 227, PG. 129		1974
M. Hennen Tina Hennen	H. F. Sinclair	SW 1/4 NE 1/4 E. of K.C. RR. R/W SW 1/4 NE 1/4 NW 1/4 NE 1/4	29 45 33 28 45 33 33 45 33	Mar. 7, 1917	BL. 227, P. 128		1975
V. H. Edelen Gula Edelen	Sinclair-Gudaby P.L. Co.	ALL of SW 1/4 E. of K.C.S. RR. NE 1/4 SW 1/4 & NE corner of SW 1/4 SW 1/4	29 45 33 28 45 33 28 45 33	Mar. 28, 1917	BL. 227, PG. 125		1976-1 1976-2
P. P. Rennon Dydia Hennen	H. F. Sinclair	SW 1/4 SE 1/4 NW 1/4 NE 1/4 ALL SE 1/4 West of K.C. R/W SW 1/4 NE 1/4 West of K.C.S. RR. NE 1/4 SW 1/4	28 45 33 33 45 33 29 45 33 29 45 33 33 45 33	Mar. 7, 1917	BL. 227, PG. 124		1977
R. H. Shores E. B. Shores	"	NE 1/4 NE 1/4	33 45 33	Mar. 16, 1917	BL. 227, PG. 123		1978
J. Morgan Ella M. Morgan E. i. Morgan	Sinclair-Gudaby P. L. Co.	Pipe line to pass within 20 feet South of 1/4 20 ft. west the center of the road at the NEc of SE 1/4 NE 1/4	33 45 33	Mar. 28, 1917	PG. 227, PG. 122		1979

ss County, Missouri

Page 2

GRANTOR	GRANTEE	DESCRIPTION	EXHIBIT "A"	SEC. TWP. R06.	CONTRACT DATED	RECORDED	SERIES 3141 LINE LIST NO.
Stanolind Pipe Line Company	Stanolind Pipe Line Company	SE 1/4 NE 1/4		33 45 33	Dec. 18, 1941	Bk. 329 pg. 476	1979
H. F. Sinclair	H. F. Sinclair	SW 1/4 NW 1/4		34 45 33	Feb. 8, 1917	Bk. 227, pg. 121	1980
Stanolind Pipe Line Company	Stanolind Pipe Line Company	NE 1/4 NE 1/4 SW 1/4		34 45 33	Dec. 18, 1941	Bk 329, pg. 477	1980-4
Sinclair-Cudaby P. L. Co.	Sinclair-Cudaby P. L. Co.	W 1/2 SE 1/4 con. 8 ac. in SE 1/4 E 1/2 NW 1/4		34 45 33 34 45 33	Mar. 28, 1917	Bk. 227 pg. 120	1981
H. F. Sinclair	H. F. Sinclair	W 1/2 Lot 7 of NW 1/4 10 acres SE 1/4 of SW 1/4 SW 1/4		3 44 33 34 45 33	Mar. 15, 1917	Bk 227 pg. 118	1982
H. F. Sinclair	H. F. Sinclair	120 acres out SW 1/4 129 acres out E 1/2		35 45 33 34 45 33	Jan. 17, 1917	Bk. 227, pg. 119	1982 1982-1
J. & Rosa M. Smith Ray C. & Tessa Smith	" "	186 ac. Lot 6 & 7 NE 1/4 43 ac. E 1/2 Lot 7 NW 1/4		3 44 33 3 44 33	Jan. 18, 1917	Bk. 227, pg. 116	1983
J. Sampson Elizabeth Sampson	Sinclair-Cudaby P.L. Co.	186 ac. Lot 6 & 7 NE 1/4 43 ac. E 1/2 of Lot 7, NW 1/4		3 44 33 3 44 33	Mar. 26, 1918	Bk. 227, pg. 133	1983
J. Sampson Elizabeth Sampson	H. F. Sinclair	10 ac. off N part SE 1/4 SW 1/4 10 ac. off N & W side of E 1/2 Lot 7, NW 1/4		35 45 33 3 44 33	Feb. 8, 1917	Bk. 227, pg. 117	1983-4
J. Maffoon	" "	E 1/2 Lot 6, the NW 1/4		2 44 33	Dec. 27, 1916	Bk. 227, pg. 115	1984
J. C. Smith Ray Smith	" "	W 1/2 Lot 6, NW 1/4		2 44 33	Jan. 17, 1917	not recorded	1984

Missouri Records of Deeds

Cass County, Missouri

EXHIBIT "A"

Page 3

RECORDS 3341
LINE LINE No.

GRANTOR	GRANTEE	DESCRIPTION	SEC. TYP. REG.	CONTRACT DATED	RECORDED	1985
J. A. Bradley M. H. Bradley	E. F. Sinclair	1/2 Lot 5 of blk	2 44 33	Jan. 18, 1917	Bl. 227, pg. 113	1985
J. A. Bradley M. H. Bradley	Sinclair-Cuddeby Pipe Line Co.	1/2 of Lot 5 blk	2 44 33	Mar. 26, 1918	Bl. 227, pg. 132	1985
Warren Pitmanter Ella Pitmanter	"	1/2 Lot 5 blk	2 44 33	Mar. 29, 1917	Bl. 227, pg. 114	1986
J. L. Bradley M. H. Bradley	E. F. Sinclair	Lots 3 & 4 of blk	2 44 33	Mar. 15, 1917	Bl. 227, pg. 112	1987
J. L. Cohn	Sinclair-Cuddeby Pipe Line Co.	Lot 3 blk & 1/2 Lot 4 blk	2 44 33	Mar. 30, 1917	Bl. 227, pg. 111	1988
E. F. Tribby Leticia Tribby	E. F. Sinclair	Lots 1 & 2 blk	2 44 33	Mar. 15, 1917	Bl. 227, pg. 110	1989
K. F. Suddarth Annie L. Suddarth	"	Lot 2 blk	1 44 33	Mar. 12, 1917	Bl. 227, pg. 109	1990
J. E. Hallsback Joseph F. Hallsback	"	40 a. 1/2 Lot 1 blk and 7 1/2 a. Lot 1, Rec. 6 a. off blk.	1 44 33	Jan. 3, 1917	Bl. 227, pg. 108	1991
E. Powers Anny Powers	"	1/2 & 1/2 blk, also 1 1/2 ac. lying in N. part of north of land owned by R. Richardson	1 44 33 12	Jan. 25, 1917	Bl. 227, pg. 107	1992
Metropolitan Life Ins. Co.	Stanolind Pipe Line Company	blk	1 44 33	June 19, 1942	not recorded	1992

08374

INDEXED

STATE OF MISSOURI }
COUNTY OF CASS } Recorder's Office

I hereby certify that this instrument writings, was
filed for record on this 22 day of April
1983 at 2 o'clock PM in
and recorded in book 914 page 15
Given under my hand and official seal.

John H. Hollenhorst
Recorder

Deputy



112

*Burch E. Paine
2600 Tanager Life Bldg
San Antonio, TX 78204*

EASEMENT CONVEYANCE

Benjamin C. Powell

This contract, made on this 15 day of September 1922, by and between Lizzie Powell of the County of Cass and State of Missouri party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri party of the second part.

Witnesseth:

The party of the first part in consideration of the advantages to accrue in the construction of a heating, heating and power system, and the sum of \$100.00 dollar to them in hand paid, the receipt of which is hereby acknowledged, does by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the distribution and conveyance of electrical energy and current for lighting, heating, power and communication purposes wherever its lines may be extended and electrical current used, over, along and across the following lands in the County of Cass and State of Missouri:

The 2nd 1/2 Sec. 50 across of the S. 1/4 of the N. 1/4 Sec. 28, Twp. 45, R. 33. 1/2 ft. 2 feet East of and adjacent to County road above described tract. Erect all necessary structures. Cut trees.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In testimony whereof, we have hereunto set our hands and seals the day and year above written.

State of Missouri }
County of Cass }
I, Charles F. Ward, a Notary Public within and for the county aforesaid, do hereby certify that on this 15 day of September, A. D. 1922, before me personally appeared within the county aforesaid Benjamin C. Powell and Lizzie Powell to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 15 day of September, A. D. 1924.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 13866.
Cass County, adjacent Jackson County, Mo.
Filed for record this 22nd day of December, A. D. 1922, at 1 o'clock 47 minutes P. M.
By W. A. Price, Deputy, A. B. Bowman, Recorder.

EASEMENT CONVEYANCE

Jessie Melvin Hannon

This contract, made on this 17 day of September 1922, by and between Lina Hannon of the County of Cass and State of Missouri party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri party of the second part.

Witnesseth:

The party of the first part in consideration of the advantages to accrue in the construction of a lighting, heating and power system, and the sum of \$100.00 dollar to them in hand paid, the receipt of which is hereby acknowledged, does by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the distribution and conveyance of electrical energy and current for lighting, heating, power and communication purposes wherever its lines may be extended and electrical current used, over, along and across the following lands in the County of Cass and State of Missouri:

The 2 1/2 Sec. 50 across of the S. 1/4 of the N. 1/4 of the S. 1/4 of the N. 1/4 Sec. 28, Twp. 45, R. 33. 1/2 ft. 2 feet East of and adjacent to County Road of above described tract. Erect all necessary structures. Cut trees.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In testimony whereof, we have hereunto set our hands and seals the day and year above written.

State of Missouri }
County of Cass }
I, Charles F. Ward, a Notary Public within and for the county aforesaid, do hereby certify that on this 17 day of September, A. D. 1922, before me personally appeared within the county aforesaid Jessie Melvin Hannon and Lina Hannon to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 17 day of September, A. D. 1924.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 13865.
Cass County, adjacent Jackson County, Mo.
Filed for record this 22nd day of December, A. D. 1922, at 1 o'clock 49 minutes P. M.
By W. A. Price, Deputy, A. B. Bowman, Recorder.

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EASEMENT CONVEYANCE

This contract, made on the 15 day of September, 1934, by and between G. R. Ellis of the County of Cass and State of Missouri party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri party of the second part.

The party of the first part in consideration of the advantages to accrue in the construction of a lighting, heating and power system, and the sum of \$1000.00 in hand paid, the receipt of which is hereby acknowledged, does by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the distribution and conveyance of electrical energy and current for lighting, heating, power and communication purposes wherever its lines may be extended and electrical current used, over, along and across the following lands in the County of Cass and State of Missouri, viz: The East 1/2 corner of the NW 1/4 of the SW 1/4 Sec. 33, Twp. 46 N., R. 33 E., 10th 5 feet south of and adjacent to County road of above described tract. To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In testimony whereof, I have hereunto set my hand and seal the day and year above written. G. R. Ellis

State of Missouri } County of Cass } I, Charles F. Ward, Notary Public within and for the county aforesaid, do hereby certify that on this 18 day of September, 1934, before me personally appeared within the county aforesaid, G. R. Ellis in me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And I further certify that my notarial commission expires on the 1 day of June, A. D. 1934.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written. Charles F. Ward, Notary Public Jackson County Missouri. Filed for record this 2nd day of December, A. D. 1934, at 1 o'clock P.M. By Meta A. Price, Deputy. A. B. Brumman, Recorder.

EASEMENT CONVEYANCE

This contract, made on this 19 day of Sept, 1934, by and between Fred Hannon of the County of Cass and State of Missouri party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri party of the second part.

The party of the first part in consideration of the advantages to accrue in the construction of a lighting, heating and power system, and the sum of \$1000.00 in hand paid, the receipt of which is hereby acknowledged, does by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the distribution and conveyance of electrical energy and current for lighting, heating, power and communication purposes wherever its lines may be extended and electrical current used, over, along and across the following lands in the County of Cass and State of Missouri, viz: The NW 1/4 of the SW 1/4 Sec. 33, Twp. 45 N., R. 33 E., 10th 5 feet south of and adjacent to the South Line of Public Road. To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

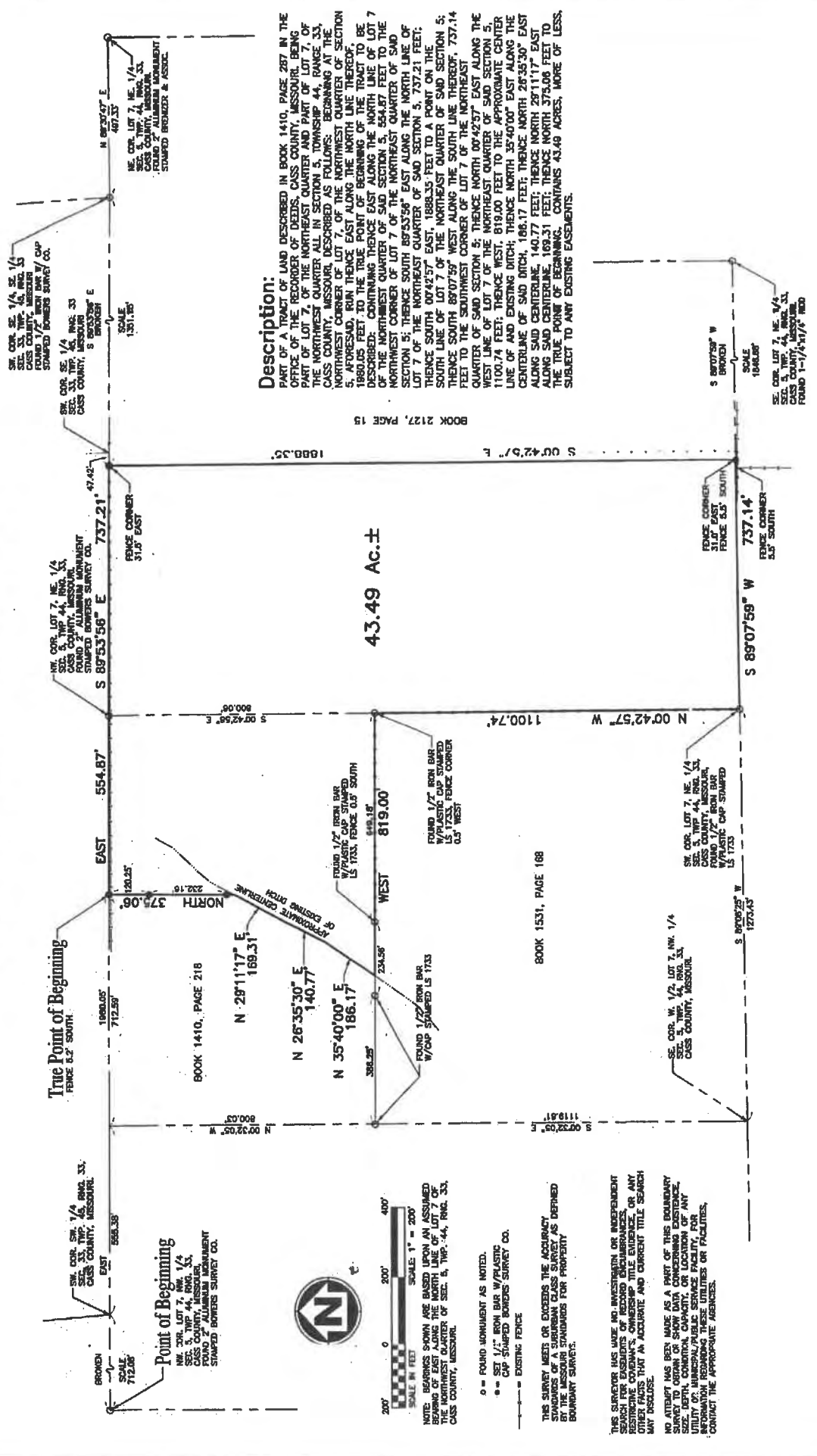
In testimony whereof, I have hereunto set my hand and seal the day and year above written. Fred Hannon, Lottie Jacobs

State of Missouri } County of Cass } I, Charles F. Ward, Notary Public within and for the county aforesaid, do hereby certify that on this 19 day of September, A. D. 1934, before me personally appeared within the county aforesaid, Fred Hannon and Lottie Jacobs in me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 1 day of June, A. D. 1934.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written. Charles F. Ward, Notary Public Jackson County Missouri. Filed for record this 2nd day of December, A. D. 1934, at 1 o'clock P.M. By Meta A. Price, Deputy. A. B. Brumman, Recorder.

290

PLAT OF SURVEY



Description:
 PART OF A TRACT OF LAND DESCRIBED IN BOOK 1410, PAGE 287 IN THE OFFICE OF THE RECORDER OF DEEDS, CLAY COUNTY, MISSOURI, BEING PART OF LOT 7, OF THE NORTH-EAST QUARTER AND PART OF LOT 7, OF THE NORTHWEST QUARTER ALL IN SECTION 33, TOWNSHIP 44, RANGE 33, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, CONTAINING THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 33 TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; CONTAINING THENCE EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, 554.87 FEET TO THE NORTHWEST CORNER OF LOT 7 OF THE NORTH-EAST QUARTER OF SAID SECTION 5; THENCE SOUTH 89°07'59\"/>

BOOK 2127, PAGE 15

43.49 Ac.±

BOOK 1531, PAGE 188

NE COR. SW 1/4, SEC. 33, TWP. 44, RANG. 33, CLAY COUNTY, MISSOURI.
 STAMPED BOWERS SURVEY CO.

Point of Beginning
 NW COR. LOT 7, NE 1/4, SEC. 33, TWP. 44, RANG. 33, CLAY COUNTY, MISSOURI.
 STAMPED BOWERS SURVEY CO.



SCALE IN FEET
 0 200' 400'
 SCALE 1" = 200'

NOTE: BEARINGS SHOWN ARE BASED UPON AN ASSUMED STRAIGHT LINE OF SURVEY BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SEC. 33, TWP. 44, RANG. 33, CLAY COUNTY, MISSOURI.

o = FOUND MONUMENT AS NOTED.
 * = 1/2" IRON BAR W/ PLASTIC CAP STAMPED BOWERS SURVEY CO.
 --- = EXISTING FENCE

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF SURVEYING CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR ENCUMBRANCES OF RECORD OR ENCUMBRANCES, RESTRICTIONS, EASEMENTS, OR ANY OTHER INTERESTS THAT MAY AFFECT THE ACCURACY AND CURRENT TITLE SEARCH MAY INCLUDE.

NO ADJUTY HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY FOR THE PURPOSE OF DETERMINING THE SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OF MUNICIPAL, PUBLIC SERVICE FACILITY, FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCIES.

BOWERS SURVEY COMPANY
 ESTABLISHED 1882
 110 SOUTH BENTLEYVILLE RD. BOX 71
 BENTLEYVILLE, MISSOURI 64021
 PHONE (816) 300-4621
 FAX (816) 300-4623

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
6	44	33	CLAY	MISSOURI	11/27/07	10441-07

DRAWING NO. 10441F.DWG DRAWN BY: JM CHECKED BY:

THIS PLAT OF SURVEY WAS PREPARED FOR SEA BOWERS AND IS EXPRESSLY FOR THEIR USE AND NO PART OF SURVEY SHALL NOT BE TRANSFERRED TO PARTIES OTHER THAN THOSE HAVING A LEGITIMATE INTEREST IN THE SUBJECT PREMISES AS OF THE DATE OF ISSUANCE OF THIS SURVEY. THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT A SURVEY HAS BEEN COMPLETED UNDER HIS DIRECT SUPERVISION OF THE ABOVE DESCRIBED PREMISES AND ALL MEASUREMENTS, SHOWS, ANGLES AND LINES, HAVE BEEN MEASURED ON COMPLETED IN THE FIELD AND OFFICE IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Mike Madlesker, Recorder of Deeds

Conveyance
For State Highway Purposes

THIS INDENTURE, Made this 12th day of FEBRUARY A. D. 1947, by and between Phillip H. Linder, a single man, and G. W. Estes, Mortgagee

of the County of CRAS and State of MISSOURI, parties of the first part, and the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One and No/100 DOLLARS,

to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described tracts or parcels of land, lying, being and situate in the County of CRAS, State of Missouri, to-wit:

A strip of land having a width of 80 feet an average length of 377 feet, located in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 33, T45N, R33W, and containing 9.694 of an acre of which 0.100 of an acre is in an old road. The centerline of said strip is the centerline of Supplementary State Highway Route D, and included between Stations 634+93 and 638+70 of a survey of said centerline.

Station 634+93 on said centerline is located at a point on a 0 $^{\circ}$ -47' curve to the left, 190 feet east of the northwest corner of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 33, said curve has an interior angle of 34 $^{\circ}$ -37', and is tangent at said station to a line having a bearing of south 27 $^{\circ}$ -19' west; thence southerly along said curve 377 feet to Station 638+70.

The undersigned G. W. Estes joins in the execution of this instrument for the purpose of releasing his interest in the above described real estate as holder of a note described in deed of trust recorded in Book 341 Page 159.

Phillip H. Linder
Cass Co., Route 2D

31010

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto his successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said party of the first part SAID hereunto set his hand, A. and seal, the day and year first above written.

Witnessed by Phillip H. Linder O. W. Estes

3515

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF MISSOURI County of CLAY

On this 12th day of FEBRUARY 1947 before me personally appeared Phillip H. Linder, a single man, G. W. Estes, Mortgage

to me known to be the person described in and who executed the foregoing instrument, who being duly sworn by me acknowledged that they executed the same as their act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in CLAY County, the day and year first above written.

(SEAL) My term expires March 15 1950 Notary Public in Clay County

ACKNOWLEDGMENT BY CORPORATION

STATE OF MISSOURI County of CLAY

On this day of 19 before me appeared to me personally known who being by me duly sworn and say that

he is the of and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and that said acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in County, the day and year first above written.

My term expires 19

The foregoing Conveyance was filed for record on the 5th day of 1947 at 11 o'clock P.M. minutes A.M.

By Pauline Kessler Deputy C. R. Hays Notary

known as Supplemental State Highway "D" of the following described land located in the County of Cass, State of Missouri, to-wit:

A tract of land in the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, described as follows: Beginning at a point 20 rods South of the Northeast corner of said Quarter Quarter Section; thence West 400 feet to the Easterly line of Supplemental State Highway Route "D"; thence Southwesterly along said line 565 feet, more or less, to a point which is 48 rods South of the North line of said Quarter Quarter Section; thence East 740 feet to the East line of said Quarter Quarter Section; thence North to the point of beginning, said tract containing 5.90 acres, more or less, being all that part of the South 20 rods of the North half of and the North 8 rods of the South half of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, lying on the East side of Supplementary Highway Route "D".

That the Grantee, its successors and assigns, forever, may construct and maintain and repair utility lines, including, but not limiting, to, water, -and-under and through said land as may be reasonable and proper in that behalf.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of August, 1967.

Earl L. Young
Opal L. Young

MISSOURI ACKNOWLEDGMENT MAN AND WIFE

STATE OF MISSOURI)
COUNTY OF CASS (ss

On this 30 day of August, 1967, before me, the undersigned, a Notary Public, personally appeared Earl L. Young and Opal L. Young, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cass County, Missouri the day and year last above written.

Opal C. Speir
Notary Public

(Seal) My Term expires Sept. 14, 1971.

Filed for record this 12th day of March, A.D. 1968 at 11 o'clock 10 minutes A.M.

By C. L. Allen Deputy

Maureen Bell Recorder

00000

GRANT OF UTILITY EASEMENT

COMPALED

THIS INDENTURE, made the 14 day of MARCH, 1967, between G. P. STARR and BETTY J. STARR, husband and wife, and W. WAYNE SILVIUS and LOUISE S. SILVIUS, husband and wife, Grantors, and the CITY OF CLEVELAND, MISSOURI, Grantee:

WITNESSETH: That in consideration of the sum of ONE DOLLAR and other good and valuable consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors hereby grant the Grantee, its successors and assigns:

A Utility Easement of the East 10 feet of that land which runs parallel to the easterly line of Missouri State Highway "D", also known as Holmes Road and also known as Supplemental State Highway "D" of the following described land located in the County of Cass, State of Missouri, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section 33, in Township 45, Range 33, described as follows: Beginning at the Northwest

5-1-3

486

corner of said Quarter Quarter Section; running thence East to the point of intersection with a line running 200 feet Easterly of and parallel to the Easterly line of Missouri State Highway "D", as now located and established; thence Southwesterly on said line 200 feet Easterly of and parallel to the Easterly line of said Highway, to point of intersection with the West line of said Quarter Quarter Section; thence North along said West line to the place of beginning.

That the Grantee, it's successors and assigns, forever, may construct and maintain and repair utility lines, including, but not limiting to water, sewer and gas under and through said land as may be reasonable and proper in that behalf.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30 day of March, 1967.

G.P. Starr
Betty J. Starr

W. Wayne Silvius
Louise S. Silvius

MISSOURI ACKNOWLEDGMENT MAN AND WIFE

STATE OF MISSOURI)
COUNTY OF CASS (ss

On this 30th day of March, 1967, before me, the undersigned, a Notary Public, personally appeared G. P. STARR and BETTY J. STARR, husband and wife, and W. WAYNE SILVIUS and LOUISE S. SILVIUS, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cass County, Missouri the day and year last above written.

Opal C. Speir
Notary Public

(Seal) My term expires Sept 14, 1967

Filed for record this 12th day of March A.D. 1968 at 11 o'clock 15 minutes A.M.

By (Signature) Deputy

(Signature) Recorder

00000

GRANT OF UTILITY EASEMENT

THIS INDENTURE, made the 14 day of MARCH, 1967, between BERRY C. ODOM and JUDY A. ODOM, husband and wife, Grantors, and the CITY OF CLEVELAND, MISSOURI, Grantee.

WITNESSETH: That in consideration of the sum of ONE DOLLAR and other good and valuable consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors hereby grant the Grantee, it's successors and assigns

A Utility Easement of the East 10 feet of that land which runs parallel to the easterly line of Missouri State Highway "D", also known as Holmes Road and also known as Supplemental State Highway "D" of the following described land located in the County of Cass, State of Missouri, to-wit:

A part of the Southeast Quarter of the Southeast Quarter of Section 32, in Township 45, of Range 33, described as follows: Beginning at a point on the East line of said Section, a distance of 366.90 feet North of the Southeast corner of said Section 32; running thence West 256.90 feet, to a point in the Easterly right-of-way line of Holmes Road; thence in a Northeasterly direction along a curve to the right having a radius of 7274.41 feet a distance of 130.30 feet; thence East 204.35 feet to a point in the East line of said Section 32; thence South 120 feet to the

5-3

COMPALED

Cass County, MO - Web Copy

010402

Easement No. FM2

T 45 N, R 33W
Section 32, 33
Area Cleveland, MO
Line No. Influent Forcemain

RECORDING FEE \$ 8.00
STATE LIQUID FEE 4.00
TOTAL \$ 12.00
CS+D

RECORDED
01 OCT -1 A 9:50 P
001183
PAGE 00202

PERMANENT AND CONSTRUCTION
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One dollar and no cents, \$ 1.00, and other good and valuable considerations paid to Theodore C. Wallo and Esther M. Wallo, husband and wife, of the County of Cass, State of Missouri, hereinafter referred to as GRANTOR, by the City of Cleveland, Missouri, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in Cass County, State of Missouri said easements being described as follows:

A PERMANENT EASEMENT consisting of a strip of land ten (10) feet in width, located parallel and adjacent to, and immediately West of the West right-of-way line of Missouri State Route "D" of the following described property:

The North 1 acre of that part of the East half of the Southeast Quarter of Section 32, in Township 45, of Range 33, which lies East of the right-of-way of the Kansas City Southern Railway, and The Southwest Quarter of the Southwest Quarter of Section 33, in Township 45, of Range 33; all in CASS COUNTY, MISSOURI.

Subject to easements, restrictions, reservations of record, if any.

A TEMPORARY CONSTRUCTION EASEMENT consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately West of the above described Permanent Easement.

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

Title to said water pipe line shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

1183
202

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 23 day of NOVEMBER, 1990.

Theodore B. Walls
Esther M. Walls

STATE OF MISSOURI }
COUNTY OF Cass } SS.

On this 23 day of November, 1990, before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared Theodore B. Walls & Esther M. Walls.

to me known as the persons in and who executed the foregoing instrument and acknowledged that (they, he, she) acknowledged the same as (their, his, her) free act and deed.

In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Cleveland, Missouri, on the day and year first above written.

Sharon K. Hawkins
Notary Public



July 6, 1992

T 45 N, R 33W
 Section 32, 33
 Area Cleveland, MO
 Line No. Influent Forcemain

PERMANENT AND CONSTRUCTION
 RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One dollar and no cents, \$ 1.00, and other good and valuable considerations paid to Theodore C. Wallo and Esther M. Wallo, husband and wife, of the County of Cass, State of Missouri, hereinafter referred to as GRANTOR, by the City of Cleveland, Missouri, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in Cass County, State of Missouri said easements being described as follows:

A PERMANENT EASEMENT consisting of a strip of land ten (10) feet in width, located parallel and adjacent to, and immediately West of the West right-of-way line of Missouri State Route "D" of the following described property:

The North 1 acre of that part of the East half of the Southeast Quarter of Section 32, in Township 45, of Range 33, which lies East of the right-of-way of the Kansas City Southern Railway, and The Southwest Quarter of the Southwest Quarter of Section 33, in Township 45, of Range 33; all in CASS COUNTY, MISSOURI.

Subject to easements, restrictions, reservations of record, if any.

A TEMPORARY CONSTRUCTION EASEMENT consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately West of the above described Permanent Easement.

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

Title to said water pipe line shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

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IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 23 day of NOVEMBER, 19 90.

Shedore C. Walls
Esther M. Walls

STATE OF MISSOURI }
COUNTY OF Cass } SS.

On this 23 day of November, 1990, before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared Shedore C. Walls & Esther M. Walls.

to me known as the persons in and who executed the foregoing instrument and acknowledged that (they, he, she) acknowledged the same as (their, his, her) free act and deed.

In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Chester, Missouri, on the day and year first above written.

Sharon K. Hawkins
Notary Public



My Commission Expires July 6, 1992.

STATE OF MISSOURI
RECORDS & CLERK
91 OCT 28 P 9:13 5
601399 00055
RECORDS & CLERK
SECURITY

RECORDS AND FEES
STANDARD FEE
TOTAL \$ 1.00



248-432

T 45 N, R 33 W
Section 34
Area A

DEC 13 1979

Name Laffoon, J.
Number

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable considerations paid to Jewell Laffoon and Evelyn Laffoon, his wife, of the County of Cass, State of Missouri, hereinafter referred to as GRANTOR, by the PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width and located parallel with and contiguous to the right-of-way line of the now established State or County road running along the side of the following described real estate of the GRANTOR situated in Cass County, Missouri, to-wit:

13743 ✓
1-4-09 X
The Southwest Quarter of the Northeast Quarter of Section 34, Township 45, Range 33.

together with the right of ingress and egress over the adjacent land of the GRANTOR, his successors, and assigns, for the purposes of this easement.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from said Water District for going upon said lands and laying of said pipeline, and that the Water District shall be liable for such damages to pastures, trees, shrubs, lawns, and crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors, and assigns.

Title to said water pipe line shall be and remain in the District.

EASEMENT CONVEYANCE

Elmer E. Brown and Ada Brown

This contract, made on this 14th day of JANUARY 1946, by and between Ada Brown of the County of Cass and State of Missouri...

The parties of the first part in consideration of the sum of ONE dollar... Service line from road to house consisting of three (3) poles, overhanging wires and guy anchor described as follows: One (1) pole 260 feet north of Laffoon road on west side of driveway...

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purpose.

In testimony whereof, we have hereunto set our hands and seal the day and year above written. Elmer E. Brown and Ada Brown

State of Missouri } County of Cass }

Frank Lacy, Notary Public within and for the county aforesaid, do hereby certify that on this 14th day of January A. D. 1946, before me personally appeared within the county aforesaid Elmer E. Brown and Ada Brown to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 1st day of August A. D. 1947.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 32582

(SEAL)

Frank Lacy Jackson

Cass County adjoins Jackson County, Mo

Notary Public Jackson County Missouri

Filed for record this 29th day of April A. D. 1946 at 10 o'clock 17 Minutes A. M. By Dora Barnard Deputy H. C. Kimberlin Recorder

EASEMENT CONVEYANCE

George H. Graycraft and Hilda I. Graycraft

This contract, made on this 29th day of October 1945, by and between Hilda I. Graycraft of the County of Cass and State of Missouri...

The parties of the first part in consideration of the sum of ONE dollar and other good and valuable considerations to them in hand paid... Set poles, guys and anchors and wires as much as five (5) feet on private property along the west side of the following described land: the south one half (1/2) of the Southwest quarter (SW 1/4) of Section Fifteen, Township Forty-five (45), Range Thirty-three (33). Also the right to cut trees to clear line.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purpose.

In testimony whereof, we have hereunto set our hands and seal the day and year above written. George H. Graycraft and Hilda I. Graycraft

State of Missouri } County of Cass }

FRANK LACY, Notary Public within and for the county aforesaid, do hereby certify that on this 29th day of October A. D. 1945, before me personally appeared within the county aforesaid George H. Graycraft and Hilda I. Graycraft to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 1st day of August A. D. 1947.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 30909

(SEAL)

Frank Lacy

Cass County adjoins Jackson County, Mo

Notary Public JACKSON County Missouri

Filed for record this 29th day of April A. D. 1946 at 10 o'clock 28 Minutes A. M. By Dora Barnard Deputy H. C. Kimberlin Recorder

32582

EASEMENT CONVEYANCE

This contract, made on this 19th day of December, 1947, by and between Elizabeth A. Klaber of the County of Cass and State of Missouri, parties of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part.

Witnesseth: The parties of the first part in consideration of the sum of \$1000 Dollars and other good and valuable considerations to them in hand paid, the receipt of which is hereby acknowledged, by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the transmission and conveyance of electrical energy and for communication purposes, over, along and across the following lands in the County of Cass and State of Missouri, viz: The South five (5) feet of the Southwest quarter (1/4) of the Southeast quarter (1/4) of Section 4, Township 46, Range 33, in Cass County, Mo., that lies North of and adjacent to a public road; Also one (1) service pole to be installed 30 feet South of a public road in the Northwest quarter (1/4) of the Northeast quarter (1/4) of Section 9, Township 46, Range 33, in Cass County, Mo.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In testimony whereof, they have hereunto set our hands and seal the day and year above written. Franklin Klaber Elizabeth A. Klaber

State of Missouri County of Cass I, Thomas E. Mahoney, a Notary Public within and for the county aforesaid, do hereby certify that on this 19th day of December, A. D. 1947, before me personally appeared within the county aforesaid Franklin Klaber and Elizabeth A. Klaber his wife is no known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 5th day of August, A. D. 1950.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 37752 (SEAL) Thomas E. Mahoney Notary Public Jackson County Mo. Cass County adjoins Jackson County Filed for record this 11th day of February, A. D. 1949, at 2:15 minutes P.M. by Pauline Reeder Deputy G. H. George Recorder

EASEMENT CONVEYANCE

This contract, made on this 22 day of December, 1947, by and between Jewel Laffoon of the County of Cass and State of Missouri, parties of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part.

Witnesseth: The parties of the first part in consideration of the sum of \$200 Dollars and other good and valuable considerations to them in hand paid, the receipt of which is hereby acknowledged, by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the transmission and conveyance of electrical energy and for communication purposes, over, along and across the following lands in the County of Cass and State of Missouri, viz: The South five (5) feet, lying North of and adjacent to a County Road that lies on the South side of 79 acre tract of land in the North half (1/2) of Section 34, Township 45, Range 33, Cass County, Mo., and the West five (5) feet of the South 960 feet, lying East of and adjacent to a County Road that runs North and South through said 79 acre tract. All being in said North half (1/2) of Section 34, Township 45, Range 33, Cass County, Mo. Also one (1) anchor to be installed along East line of said 79 acre tract, approximately 35 feet North of the Southeast corner thereof.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In testimony whereof, they have hereunto set our hands and seal the day and year above written. Jewel Laffoon Evelyn Laffoon

State of Missouri County of Cass I, Thomas E. Mahoney, a Notary Public within and for the county aforesaid, do hereby certify that on this 22nd day of December, A. D. 1947, before me personally appeared within the county aforesaid Jewel Laffoon and Evelyn Laffoon his wife is no known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 5th day of August, A. D. 1950.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 37759 (SEAL) Thomas E. Mahoney Notary Public Jackson County Mo. Cass County adjoins Jackson County Filed for record this 11th day of February, A. D. 1949, at 2:30 minutes P.M. by Pauline Reeder Deputy G. H. George Recorder

3192

870

EASEMENT CONVEYANCE
(Individual)

KNOW ALL MEN BY THESE PRESENTS, that I/we, Jewell Laffoon and Evelyn Laffoon

for and in consideration of the sum of ONE Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, and unto its successors and assigns, a right of way easement over, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, ~~maintain, repair, replace, move, upgrade, modernize, construct, install, and remove thereon and over the same, and to use same for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top and trim such brush and trees, if any, on or adjacent to said right of way, as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the County of Cass, State of Missouri, to wit:~~
overhang wires

The South five (5) feet of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, Township 45, Range 33, Cass County, Missouri, except that part now lying in Holmes Road, as now established.

This easement is for overhanging wires and for topping of trees.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise appertaining unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 19th day of June, 19 84

(Seal) Jewell Laffoon (Seal)
(Seal) Evelyn Laffoon (Seal)

ACKNOWLEDGMENT

State of Missouri }
County of Jackson } ss.

On this 19th day of June, 19 84, before me, a Notary Public, personally appeared Jewell Laffoon and Evelyn Laffoon

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires February 15, 1987
Charles R. Flowers Notary Public
Mike Meesker, Recorder of Deeds
County of Platte State of Missouri

119

04894

EASEMENT CONVEYANCE

FROM Frank Taylor
Deliquia Taylor

TO KANSAS CITY POWER & LIGHT COMPANY
1330 Baltimore, Kansas City, Missouri

Address SE NW

Sect. 34 Twp. 45 Range 3

County of Cass

C.O.# 5-20422-C

Filed for record this 15 day
June A.D., 1984

at 10 o'clock 20 minutes P

Recorded in Book 870 at Page 119

John H. Noble
 Recorder

Kathy Noble
 Deputy

Recorder's Fee, \$ 5.00

Cass County, MO Web Copy

R.C. Power & Light
P.O. Box 679
K.C. 64141

MB

Filed for record this 15 day of March, A.D. 1956 at 2 o'clock 20 minutes P.M.

By *Francis Thompson* Deputy Recorder
ooo000ooo *W.D. Russell* Recorder

AFFIDAVIT

STATE OF MISSOURI)
County of Cass) -ss.

Claudia Stansbury, being first duly sworn, states that she is a sister of Emma C. Hunt, named as one of the grantees in deed of record in Book 254, Page 44, in the Recorder's Office of Cass County, Missouri.

Affiant states that she said Emma C. Hunt departed this life in Cass County, Missouri, on April 27, 1935, and at the time of her death left as her sole and only heirs-at-law her brother and sisters, named as follows:

Martha Lawson, Lillie Sutt, Mary Fredrick, James N. Hunt, and Claudia Stansbury, this affiant.

Affiant states that her brother, James N. Hunt, departed this life in Cass County Missouri, on April 20th, 1943; and at the date of his death left as his sole and only heirs-at-law his three children, named as follows:

Hattie Rich, Harry Hunt and Edna Hatten.

Affiant states that the estate of Emma C. Hunt was duly administered upon in the Probate Court of Cass County, Missouri, and that all debts against said estate have long since been fully paid and the executrix discharged.

Further affiant saith not.

Claudia Stansbury

Subscribed and sworn to before me this 25th day of March, 1944.

(SEAL) My commission expires January 22, 1958. C.D. Eidson, Notary Public
ooooooo

Filed for record this 15 day of March, A.D. 1956 at 2 o'clock 30 minutes P.M.

By *Francis Thompson* Deputy Recorder
ooo000ooo *W.D. Russell* Recorder.

CIRCUIT COURT FOR THE COUNTY OF CASS, STATE OF MISSOURI

STATE OF MISSOURI ex rel., STATE HIGHWAY)
COMMISSION OF MISSOURI,) Plaintiff
VS)

F I L E D
MAR 15, 1956
WILLARD E. MCGOWEN
CIRCUIT CLERK

C. J. STONE CONSTRUCTION COMPANY,)
A Corporation et al) Defendant
No. 26517

REPORT OF COMMISSIONERS

On this 15th day of March, 1956, come Rescoe Gross, Jack Jones and Wm. H. Lanmer who were heretofore duly appointed commissioners in the above entitled cause, and report that they forthwith accepted said appointment; they met together; took and filed in this cause their QUALIFYING OATH; all three viewed all the properties together; that the lands and properties were staked and laid out at the time in accordance with the descriptions in the PETITION; that they examined the respective descriptions while viewing the corresponding properties; that they considered and weighed the damages, if any, which the Defendants owning the several properties will sustain by reason of the appropriation set out in the petition, and took into consideration the benefits to be derived by the owners as well as the damages sustained thereby, as is required by law, all to the extent of their effect on, and as reflected in, the market values of the several entire properties, of which the respective parcels described herein are parts; and that they do herein and hereby forthwith return, under oath, to the circuit clerk their report ~~in duplicate, setting forth and stating separately as to each~~ in duplicate, setting forth and stating separately as to each

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property or group of properties held under the same ownerships, (1) the amount of net damages, if any, together with, and immediately following, (2) a specific description of the property, for the taking or use of which the damages are assessed, to-wit:

8.0 Lands, properties, or interests, ownership of, or legal rights in which are claimed by C.J.Stone Construction Company, a Corporation, C.J.Stone, Georgia Stone, to-wit:

8.10 An easement for right-of-way for supplementary State Highway Y Cass County over and across land described as follows:

8.11 A strip of land 35 feet wide and 867.4 feet long, located in the NE 1/4 of the SE 1/4 of Section 14, T46N,R33W, and containing, 0.399 acres in the present road and 0.296 acres of new land. The east boundary line of said strip is the centerline of a proposed Supplementary State Highway designated Route Y, and it is included between the Station 39+06 and Station 47+73.4 of a survey of said centerline.

8.12 Station 39+06 on said centerline is located at a point 791.5 feet south of the northeast corner of the SE 1/4 of said Section 14, and from said Station the centerline extends south 2°-28' east 571 feet to a point; thence south 2°-18' east 296.4 feet to Station 47+73.4.

"None DOLLARS (\$None) is assessed by the Commissioners as net damages for the appropriation of the above".

"A"

9.0 Lands, properties, or interests, ownership of, or legal rights in which are claimed by LEONARD L. BIDWELL, MARY M. BIDWELL, FREADA POTTER, CHARLES W. HIGHT, TRUSTEE ALBERT A. ROBINSON and FREADA POTTER, TRUSTEE, to-wit:

9.10 An easement for right-of-way for Supplementary State Highway Y Cass County, over and across land described as follows:

9.11 A strip of land 35 feet wide and 1331.8 feet long, located in the SW 1/4 of the SW 1/4 of Section 13, T46N,R33W, and containing 0.642 of an acre in the present road and 0.429 of an acre of new land. The west boundary line of said strip is the centerline of a proposed Supplementary State Highway designated Route Y, and it is included between Stations 44+37 and 57+68.8 of a survey of said centerline.

9.12 Station 44+37 on said centerline is located at the northwest corner of the SW 1/4 of the SW 1/4 of said Section 13, and from said Station the centerline extends south 2°-28' east 40 feet to a point; thence south 2° 18' east 1291.8 feet to Station 57+68.8

"None DOLLARS (\$None) is assessed by the Commissioners as net damages for the appropriation of the above".

"B"

10.0 Lands, properties, or interests, ownership of, or legal rights in which are claimed by MAT L. BROWN, DAISY J. BROWN, ALLEN BANKING COMPANY, a Corporation, CHARLES W. HIGHT, Trustee, to-wit:

10.10 An easement for right-of-way for Supplementary State Highway Y Cass County, over and across land described as follows:

10.11 A strip of land 35 feet wide and 100 feet long, located in the N 1/2 of the NE 1/4, Section 25, T46N,R33W, and containing 0.041 of an acre in the present road and 0.039 of an acre of new land. The west boundary line of said strip is the centerline of a proposed Supplementary State Highway designated Route Y, and it is included between Stations 116+19 and 117+19 of a survey of said centerline.

10.12 Station 116+19 on said centerline is located at a point 561 feet south of the northwest corner of said Section 25, and from said Station the centerline extends south 2° -19' east 40.4 feet to a point; thence south 2° -14' east 59.6 feet

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to Station 117+19.

"None DOLLARS. (\$None) is assessed by the Commissioners as net damages for the appropriation of the above."

"c"

11.0 Lands, properties, or interests, ownership of, or legal rights in which are claimed by ROY T. STEVENS, ORA B. STEVENS, IRAN O. STEVENS, VIOLA M. STEVENS, MARGARET M. HOLLOWAY, LEBLIE M. GROUGH, Trustee, SWAN C. NORBY, Trustee, to-wit:

11.10 An easement for right-of-way for Supplementary State Highway Y Cross, over and across land described as follows:

11.11 A strip of land 35 feet wide and 1306 feet long located in the SE 1/4 of the SE 1/4 of Section 26, T46N, R33W, and containing together with an additional strip hereinafter described a total of 0.601 of an acre in the present road and 0.462 of an acre of new land. The east boundary line of said strip is the centerline of a proposed Supplementary State Highway designated Route Y, and it is included between Stations 140+50 and 163+56 of a survey of said centerline.

11.12 Station 150+50 on said centerline is located at the northeast corner of the SE 1/4 of the SE 1/4 of said Section 26, and from said Station the centerline extends south 2°-26' east 337.6 feet to a point; thence south 2°-10' east 836 feet to a point; thence south 2°-25' east 132.4 feet to Station 163+56.

11.13 Also an additional strip of land lying along and joining on the westerly side of the 35 foot strip described above. Said strip beginning with a width of 5 feet at a point on owners north property line opposite Station 150+50; thence maintaining a width of 5 feet to a point opposite Station 151+00; thence narrowing uniformly to a width of 00 feet at a point opposite Station 152+00;

11.20 Also an easement on two strips of land lying along and joining on the westerly side of the right of way described above, Strip No.1 begins with a width of 50 feet at a point on defendant's north property line opposite Station 150+50; thence maintaining a width of 50 feet to a point opposite Station 151+00; thence widening to a width of 105 feet at a point opposite Station 153+50; thence maintaining a width of 105 feet to the south end of said strip opposite Station 155+00. Said strip contains 0.866 of an acre and is to be used for the purpose of wasting earth in the old creek channel and for banking up water until resulting deposit of earth or silt fills the balance of said channel. After which time the easement right shall cease and be no longer in effect. Strip No.2 is 30 feet in width and 50 feet in length, joining on the westerly side of the above described right of way between Stations 162+08.6 and 162+38.6. Said strip contains 0.035 of an acre and is to be used for the construction of an inlet drainage ditch. Only a part of the above described strip will be used for the said drainage inlet ditch, the extra land being included for men, teams and machinery to work and turn on. After completion of the construction of said ditch the defendant may fence and shall have the free and uninterrupted possession and use of said strip, subject only to the Highway Commission's right, if it should so elect to enter thereon from time to time for the purpose of maintaining said ditch.

"Three Hundred Fifty DOLLARS (\$350.00) is assessed by the Commissioners as net damages for the appropriation of the above"

"d"

12.0 Lands, properties, or interests, ownership of, or legal rights in which are claimed by LEROY D. CLINE, MARIE L. CLINE, MERRIMAN MORTGAGE COMPANY, L.N. WILLIAMS Trustee, Elmer F. Sprea, Alice Sprea, to-wit:

12.10 An easement for right-of-way for Supplementary State Highway Y Case, over and across land described as follows:

12.11 A strip of land 35 feet wide and 1150 feet long, located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, T46N, R33W, and containing, 0.582 of an acre in the present road and 0.344 of an acre of new land. The west boundary line of said strip is the centerline of a proposed Supplementary State Highway designated Route Y, and it is included between Stations 163+71 and 175+21 of a survey of said centerline.

12.12 Station 163+71 on said centerline is located at the northwest corner of the NW $\frac{1}{4}$ of said Section 36, and from said Station the centerline extends south 2 $^{\circ}$ -25' east 1150 feet to Station 175+21.

"None DOLLARS (\$None) is assessed by the Commissioners as net damages for the appropriation of the above."

"g"

13.00 Lands, properties, or interest, ownership of, or legal rights in which are claimed by THEODORE J. SHISLER, DUTH ALICE SHISLER, EQUITABLE LIFE ASSURANCE SOCIETY of the UNITED STATES, PAUL C. YOUNG, Trustee, to-wit:

13.10 An easement for right-of-way for Supplementary State Highway Y Case, over and across land described as follows:

13.11 Two strips of land hereinafter designated Strip A, and B, and located in the SE $\frac{1}{4}$ of Section 2, and the NW $\frac{1}{4}$ of Section 12, all in T45N, R33W, said strips together with an additional strip hereinafter described, contain a total of 2.799 acres in the present old road and 1.529 acres of new land.

13.12 Strip A is 35 feet wide and 2641 feet long. The east boundary line of said strip being the centerline of a proposed Supplementary State Highway designated Route Y(T), and it is included between Stations 244+63 and 271+04 of a survey of said highway.

13.13 Strip B is 35 feet wide and 2650 feet long. The west boundary line of which is the centerline of said highway, and it is included between Stations 271+05 and 297+55 of said survey.

13.14 Station 244+63 on said centerline is located at the northeast corner of the SE $\frac{1}{4}$ of said Section 2, and from said Station the centerline extends south 2 $^{\circ}$ 49' east 182.7 feet to a point; thence south 3 $^{\circ}$ -20' east 760.8 feet to a point; thence south 3 $^{\circ}$ -12' east 1542.9 feet to a point; thence south 3 $^{\circ}$ -16' east 1531.4 feet to a point; thence south 3 $^{\circ}$ -04' east 447.5 feet to a point; thence south 3 $^{\circ}$ -00' east 826.7 feet to Station 297+55.

13.15 Also an additional strip of land joining on the east side of Strip B described above. Said strip begins with a width of 00 feet opposite Station 280+00; thence widens uniformly to a width of 10 feet opposite Station 261+00 and continues southerly maintaining a width of 10 feet to a point opposite Station 283+00; thence narrows uniformly to a width of 00 feet opposite Station 284+00.

13.20 Also, an easement on a strip of land joining on the east side of Strip B described above. Said easement has a width of 100 feet and length of 250 feet along its centerline which is located as follows: Beginning at a point on the east line of Strip B, opposite and 35 feet east of Station 289+39; thence south 78 $^{\circ}$ -04' east 40 feet to a point; thence south 33 $^{\circ}$ -04' east 210 feet to a point. Said strip contains 0.575 of an acre and is to be used for the clearing and straightening the channel and banks of a branch of East Creek during the construction of said highway. Only a part of the above described strip will be used for the clearing and straightening of East

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Creek, the extra land being included for man, teams and machinery to work and turn on. After the completion of the reconstruction or clearing of said channel, the defendants may fence and shall have the free and uninterrupted possession and use of said strip; subject only to the Highway Commission's right, if it should so elect to enter thereon from time to time for the purpose of maintaining said channel.

"None DOLLARS . (\$None) is assessed by the Commissioners as net damages for the appropriation of the above".

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14.0 Lands, properties, or interests, ownership of or legal rights in which are claimed by JOHN W. BISHOP, OPAL BISHOP, MUTUAL BENEFIT LIFE INSURANCE COMPANY, CLAYTON E. MAHAFFEY and DALE C. BERNARD, Trustees, to-wit:

14.10 An easement for right-of-way for Supplementary State Highway Y Cross, over and across land described as follows:

14.11 A strip of land 5075 feet in length, located in the NE $\frac{1}{4}$ of Section 33, T45N, R33W, and containing, together with an additional strip hereinafter described, a total of 2.918 acres in the present road and 1.868 acres of new land. Said strip includes all that part of owners land lying within 35 feet right and left of the survey centerline of a proposed Supplementary State Highway designated Route X, and is included between Station 591+00 and Station 641+75 of the survey of said centerline.

14.12 Station 641+75 on said centerline is located at the southwest corner of the NE $\frac{1}{4}$ of said Section 33, and from said Station the centerline extends north 88°-11' east 315.6 feet to a point; thence north 88°-57' east 1047.7 feet to a point; thence north 89°-09' east 530.2 feet to a point; thence north 89°-04' east 410.5 feet to the P.T. of an 18° curve to the left said curve having an interior angle of 94°-19'; thence northeasterly along said curve 523.2 feet to the P.C. of curve; thence north 5°-15' west 1509.6 feet to a point; thence north 5°-16' west 497.2 feet to the P.T. of an 18° curve to the right, said curve having an interior angle of 94°-15'; thence northerly along said curve 241 feet to Station 591+00.

14.13 Also an additional strip of land lying along and joining on the northerly side of the above described strip. Said strip beginning at a point opposite Station 637+50 with a width of 00 feet; thence widening uniformly to a width of 5 feet at a point opposite Station 638+00; thence maintaining a 5 foot width to a point opposite Station 641+75;

14.20 Also, an easement on two strips of land which are to be used for the construction of drainage inlet ditches, said strips contain a total of 0.152 of an acre and are described as follows: Strip No.1 has a width of 40 feet and length of 46 feet and joins on the north side of the right-of-way described above between Stations 622+60 and 623+06.

Strip No.2, Joining on the north of the right-of-way described above, has a width of 40 feet and length along its centerline of 120 feet. The centerline of said strip beginning at a point 40 feet north of Station 638+59.4 and extending thence north 45°-49' west the distance of 120 feet to a point. The drainage ditches will be constructed on only a part of said land, the extra land being included for man, teams and machinery to work and turn on. After completion of the construction of said ditches the owners of said land may fence, and shall have the free and uninterrupted possession and use of said strips; subject only to the Highway Commission's right if it should so elect to enter thereon, from time to time, for the purpose of maintaining

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said ditches.

"None DOLLARS" (None) is assessed by the Commissioners as net damages for the appropriation of the above.

"g"

15.0 Lands, properties, or interests, ownership of, or legal rights in which are claimed by FRED HENNON and HOPE HENNON, to-wit:

15.10 An easment for right-of-way for Supplementary State Highway Y Cass, over and across land described as follows:

15.11 A strip of land 35 feet wide and 1318 feet long, located in the NE 1/4 of the SW 1/4 of Section 33, T45N, R33W, and containing 0.637 of an acre in the present road and 0.425 of an acre of new land. The north boundary line of said strip is the centerline of a proposed Supplementary State Highway designated Route Y, and it is included between Stations 641+64 and 654+82 of a survey of said centerline.

15.12 Station 641+64 on said centerline is located at a point 9 feet east of the northeast corner of the NE 1/4 of the SW 1/4 of said Section 33, and from said Station the centerline extends south 89°-11' west 927.6 feet to a point; thence south 89°-29' west 390.4 feet to Station 654+82.

"Thirty Five and no/100 DOLLARS (\$35.00) is assessed by the Commissioners as net damages for the appropriation of the above"

"h"

WHEREFORE, Having acted in all things in compliance with law and with the terms of the ORDER APPOINTING COMMISSIONERS, your commissioners pray that this, their report of their proceedings thereunder, be accepted, and that they be discharged.

Reece Gross

Jack Jones

Wm. H. Lemmer,
Commissioners.

CERTIFICATION

State of Missouri)
County of Cass) ss

On this March 15, 1956, before me personally appeared Reece Gross, Jack Jones, and Wm. H. Lemmer, to me known to be the commissioners heretofore appointed in the above entitled cause and who executed the foregoing duplicate original REPORT OF COMMISSIONERS, and being by me first duly sworn, acknowledged that they executed the same as their free act and deed; and further said that all the facts stated therein are true; and that each assessment of net damages inserted therein is, to the best of their individual judgments and abilities, fair and just, both to those who will receive and to those who must pay said damages, if any.

(SEAL)

Willard R. McGowan, Circuit Clerk

By Frances L. Argenbright,
Deputy Clerk

Filed for record this 15 day of March, A.D. 1956 at 2 o'clock 40 minutes P.M.

By *[Signature]* Deputy

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[Signature] Recorder

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COMPARED

This Indenture, made and entered into this 27th day of February, 1956, by and between Robert J. Beckerdite and Velma N. Beckerdite, husband and wife, parties of the first part, and City of Harrisonville, Missouri, a Municipal Corporation, party of the second part.

Witnesseth, that for and in consideration of the sum of One and No/100 Dollars, receipt of which is hereby acknowledged, first parties do hereby grant to second party, its successors and assigns, the right to enter upon, construct, operate, repair and remove a single line of pipe for the distribution of water, over, along and under the following described real estate, situate in the County of Cass and State of Missouri to-wit:

The East 5 feet of Lot 24, and The West 5 feet of Lot 10, and The East 5 feet of Lot 9, in BECKERDITE'S ADDITION, a Subdivision in Harrisonville, Cass County, Missouri

In Witness Whereof, we have hereunto set our hands this 27th day of February, 1956.

Robert J. Beckerdite
Velma N. Beckerdite

STATE OF MISSOURI)
COUNTY OF CASS) SS On this 27th day of February, 1956, before me personally appeared Robert J. Beckerdite and Velma N. Beckerdite, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Harrisonville, Missouri, the day and year last above written.

My term expires July 2, 1958.

(SEAL) Charles W. Hight, Notary Public.

Filed for record this 16 day of March, A.D. 1956 at 10 o'clock A.M.

By [Signature] Deputy Recorder [Signature]

COMPARED

LAST WILL AND TESTAMENT

IN THE NAME OF GOD AMEN:

KNOW ALL MEN BY THESE PRESENTS, That I, Lucy Alma Storms of the County of Cass, State of Missouri, being now of sound mind and memory and sensible to the uncertainty of life and the certainty of death, and while in strength of body and mind, do hereby make, publish and declare the following to be my Last Will and Testament hereby revoking and cancelling all other or former Wills, if any, made by me.

ARTICLE I. It is first my wish and desire that all my just debts last sickness and funeral expenses be paid, and that I be buried in the Sloan Cemetery, East of Pleasant Hill, Missouri, on the Storms' lot where my mother and father are buried, and I direct my Executor hereinafter named to purchase a suitable Marker or Monument to be placed at the head of my remains, the cost of which shall not exceed Six Hundred (\$600.00) Dollars.

ARTICLE II. It is further my wish and desire after Article I has been complied with, and I hereby devise and bequeath to my brother, George B. Storms, the sum of \$1.00 and no more.

ARTICLE III. It is further my wish and desire, and I hereby devise and bequeath after Articles I and II have been complied with and cost of probate paid, that all of

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Cass County, MO - Web Copy

Easement No. FM-8

T. 45 N., R. 33 W.
Section 33
Area Cleveland, MO
Line No. Influent Forcemain

PERMANENT AND CONSTRUCTION RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One dollar and no cents, \$1.00, and other good and valuable considerations paid to William R. Hamaker and Nancy A. Hamaker, husband and wife, of the County of Cass, State of Missouri, hereinafter referred to as GRANTOR, by the City of Cleveland, Missouri, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in Cass County, State of Missouri, said easements being described as follows:

A PERMANENT EASEMENT consisting of a strip of land twenty (20) feet in width, located parallel and adjacent to, and immediately South of the South right-of-way line of Missouri State Route "Y" of the following described property:

The Northeast Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, in CASS COUNTY, MISSOURI, subject to right of way granted to the Kansas City Power & Light Company.

A TEMPORARY CONSTRUCTION EASEMENT consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately South of the above described Permanent Easement.

A PERMANENT EASEMENT consisting of a strip of land twenty (20) feet in width located parallel and adjacent to, and immediately East of West property line of the above described property.

A TEMPORARY CONSTRUCTION EASEMENT consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately East of the above described Permanent Easement.

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

Title to said sewer pipe lines shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

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Cass County, MO - Web Copy

Easement No. FM-8

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 14 day of September, 1991.

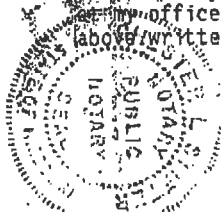
William R. Hamaker
Nancy G. Hamaker

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

On this 26 day of SEPTEMBER, 1991, before me, a notary public in and for the County of JACKSON in the State of Missouri, personally appeared WILLIAM R. HAMAKER

to me known as the persons in and who executed the foregoing instrument and acknowledged that (they, he, she) acknowledged the same as (their, his, her) free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in KANSAS CITY, Missouri, on the day and year first above written. My Commission Expires Aug 16, 1993.



Chester L. Stifter
Notary Public

My Commission Expires:
CHESTER L. STIFTER
NOTARY PUBLIC STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXP. AUG. 16, 1993



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STATE OF MISSOURI
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CONVEYANCE OF RIGHT OF WAY

Section 4011, R.S.M. & Page 648

THIS INSTRUMENT, Made on the 11th day of APRIL, 1941, between Gladys Kirshner, of the County of Cass and State of Missouri, party of the First Part, and the County of Cass, in the State of Missouri, party of the Second Part:

WITNESSETH, That the said party of the First Part, in consideration of the sum of \$100.00 Dollars, to her in hand paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do hereby convey, release, quitclaim and forever warrant unto the said party of the Second Part, the following described land, to-wit: A strip of land, thirty (30) ft. in width and approximately thirty-nine hundred and sixty (3960) ft. in length. Said (30) ft. strip of land (30) ft. of which already lies in present public road, is to come off of the East side of the following described tracts of land: The West 1/4 of N. 28. T. 45. R. 11. and the E. 1/4 of N. 28. T. 45. R. 11. The East 1/2 of the West 1/4 of N. 28. T. 45. R. 11. and the West 1/2 of the East 1/4 of N. 28. T. 45. R. 11. to confirm and to hold the same with all rights, franchises and appurtenances thereto belonging unto the County of Cass, Missouri, for the purpose of establishing and maintaining a Public Road on the said land herein conveyed.

TO HAVE AND TO HOLD the same with all rights, franchises and appurtenances thereto belonging unto the County of Cass, Missouri, for the purpose of establishing and maintaining a Public Road on the said land herein conveyed.

IN WITNESS WHEREOF, the said party of the First part hereunto set her hand and seal the day and year first above written.

Witnessed By Gladys Kirshner, Commissioner Cass County, Missouri.

STATE OF MISSOURI, County of Cass, On this 11th day of APRIL, 1941 before me personally appeared Gladys Kirshner, and she is known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Fairland, Okla. the day and year first above written. My term expires Aug. 1, 1943. J. Paul Milbrund, Notary Public.

STATE OF MISSOURI, County of Cass, On this... day of... before me personally appeared... is known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And she declared herself to be single, and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in... the day and year first above written. My term expires...

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EASEMENT CONVEYANCE

This contract, made on this 12th day of October 1942, by and between Lulu Edolan of the County of Cass and State of MISSOURI, party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part.

The parties of the first part in consideration of the sum of \$200.00 Dollars and other good and valuable considerations to her in hand paid, the receipt of which is hereby acknowledged, by their receipt, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the transmission and conveyance of electrical energy and for communication purposes, over, along and across the following lands in the County of Cass and State of Missouri, viz: The North Five (5) feet of that part of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section Twenty-eight (28), Township Forty-five (45), Range Thirty-three (33) lying south of the south line of County road. Also the right to install overhanging wires over the north ten (10) feet of the west four hundred (400) feet of that part of above described tract lying south of the road. Also the right to remove, top and trim trees in said tract to clear wires.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes. In testimony whereof, I have hereunto set my hand and seal the day and year above written. Lulu Edolan

State of MISSOURI County of Cass Frank Lacy a Notary Public within and for the county aforesaid, do hereby certify that on this 12th day of October A. D. 1942 before me personally appeared within the county aforesaid Lulu Edolan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, and I further certify that my material commission expires on the 1st day of August A. D. 1947.

In Testimony Whereof, I have hereunto set my hand and seal the day and year above written.

No. 30902 (SEAL) Frank Lacy Notary Public JACKSON County MISSOURI. Cass County adjoins Jackson County, Mo.,

Filed for record this 29 day of April A. D. 1946 at 10 o'clock 40 Minutes A. M. by Doris Bassward Deputy R.C. Timberlake Notary

3152

EASEMENT CONVEYANCE

This contract, made on this 17th day of April 1946, by and between Mary E. Groh of the County of Cass and State of MISSOURI, party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part.

The parties of the first part in consideration of the sum of One (\$1.00) Dollars and other good and valuable considerations to them in hand paid, the receipt of which is hereby acknowledged, by their presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the transmission and conveyance of electrical energy and for communication purposes, over, along and across the following lands in the County of Cass and State of Missouri, viz: The east eight (8) feet of that part of the North Fifty-three (53) acres of the east Sixty-five (65) acres of the east one half (1/2) of the Northwest quarter (NW 1/4) of Section Thirteen (13), Township Forty-five (45), Range Thirty-three (33) which is east of and adjacent to the west line of the County road on the east side of said tract.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes. In testimony whereof, I have hereunto set our hands and seal the day and year above written. Kenneth L. Groh Mary Ellen Groh

State of MISSOURI County of Cass Frank Lacy a Notary Public within and for the county aforesaid, do hereby certify that on this 17th day of April A. D. 1946 before me personally appeared within the county aforesaid Kenneth L. Groh and Mary E. Groh to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and I further certify that my material commission expires on the 1st day of August A. D. 1947.

In Testimony Whereof, I have hereunto set my hand and seal the day and year above written.

No. 33359 (SEAL) Frank Lacy Notary Public JACKSON County MISSOURI. Cass County adjoins Jackson County, Mo.,

Filed for record this 29 day of April A. D. 1946 at 10 o'clock 43 Minutes A. M. by Doris Bassward Deputy R.C. Timberlake Notary

Conveyance
For State Highway Purpose

THIS DEED WITNESSETH, That the title hereof was of ASHL, A. D. 1947, by and between Lulu Weiss, wife's widow

of the County of Cass, and State of Missouri, party of the first part, and the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of One and No/100 DOLLARS, to her paid by the said party of the second part, the receipt of which is hereby acknowledged, do hereby present, grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described tract or parcels of land, to-wit: being and situate in the County of Cass, State of Missouri, to-wit:

A Strip of land 40 feet in width and 3666 feet in length, located in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 28, and E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 33, all in T43N, R33W, and containing 2.520 acres in the present old road and 0.840 of an acre of new land. The westerly boundary line of said strip is the centerline of Supplementary State Highway Route D, and included between Stations 575+19 and 611+85 of a survey thereof, (Note: except that part of said strip lying west of owners west property line between Stations 607+97.6 and 611+85.)

Station 575+19 on said centerline is located at the northwest corner of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 28, and from said station the centerline extends south 0°-52' east 1271.8 feet to a point; thence south 2°-51' east 1059.2 feet to a point; thence south 4°-01' east 947.6 feet to the P.C. of a 5° curve to the right, said curve having an interior angle of 39°-27'; thence southwesterly along said curve 387.4 feet to Station 611+85.

Lulu Weiss
Cass Co., Mo. 6314

355

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto his successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said part 2^d of the first part has hereunto set his hand and seal the day and year first above written.

Witnessed by Lulu Edelen

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF Missouri)
County of Cass)
On this 11th day of April 1947 before me personally appeared
Lulu Edelen, single, a widow

to me known to be the person described in and who executed the foregoing instrument, who being duly sworn by me acknowledged that she executed the same as her free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cleveland, Mo Cass County, the day and year first above written.

(SEAL)
My term expires March 24 1951 G. G. Ellis
Notary Public

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____)
County of _____)
On this _____ day of _____, 19____ before me appeared _____ to me personally known, who being by me duly sworn did say that he is the _____ of _____ and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and that said _____ acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, the day and year first above written.

My term expires _____ 19____

The foregoing Conveyance was filed for record on the 11th day of April A. D. 1947 at 11 o'clock AM in the office of the Recorder of Deeds at Cleveland, Mo.
By Carolina K. K. K. Deputy

Conveyance
For State Highway Purposes

194
COMPAID

197. MB. 5HC - L & R/W-5A

This instrument was made this **September 14** A.D., 19 **67**, by and between
Lulu Seelen (a single person) of the County of **Cass** and State of **Missouri**
of the first part, and the **STATE OF MISSOURI**, being by and through the **STATE HIGHWAY COMMISSION OF MISSOURI**, one of the second part,
WITNESSETH that she did convey to the first part in consideration of the sum of
Seven hundred and 00/100 (\$700.00) DOLLARS
to be paid by the party of the second part, the receipt of which is hereby acknowledged, in full by these presents grant, bargain and sell, convey and confirm unto
the said party of the second part, its successors and assigns, the following described real estate and interests in real estate situate in the County of **CASS**
State of **Missouri**, to-wit:

A tract of land for additional right-of-way for state highway designated Route D, Cass County, Missouri. Said tract includes all that part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, T. 48 N., R. 33 W., which lies within the widths as hereinafter designated on the left or westerly side of the following described survey centerline of said highway improvement and also, all that part of said land lying on the right or westerly side of said centerline between said centerline and the westerly right-of-way line of existing highway, containing a total of 0.78 acres of new land for right-of-way.

The survey centerline of said Route D is located and described as follows, beginning at the southwest corner of the SW $\frac{1}{4}$ of Section 21, T. 45 N., R. 33 W., thence North 64° 28' 54" West 309.9 feet to a point; thence North 56° 50' 54" West 732.4 feet to station 525+74.32 on said centerline, said station 525+74.32 being the point of curve of a 0° 30' curve to the right having an interior angle of 7° 35' 45" and a back tangent bearing of South 7° 04' 24" East; thence said survey centerline extends southerly along the curve 1485.85 feet to point of tangent station 540+60.37; thence South 0° 21' 21" West a distance of 3539.63 feet to station 576+00.

The widths of right-of-way on the left or westerly side of said survey centerline are as follows: A tract 160 feet in width from station 572+26 to station 572+70; thence decreasing uniformly to a width of 75 feet at station 574+00; thence 75 feet in width from said station 574+00 to station 576+00.

5-8

Lulu Seelen
Route D
Cass County
104 West Pearl
Harrisonville, Mo.

5-8

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and hereditaments thereto belonging or in anywise incident, unto and unto the heirs, assigns and assigns forever the said party of the first part hereby covenanting that she lawfully stand of an indefeasible estate in fee in the premises herein conveyed; that she has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by her or those under whom she claim; and that she will warrant and defend the title to said premises unto said party of the second part, and unto its successors and assigns, forever, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, the said party of the first part has executed the above the day and year first above written.

Lulu Edelen

STATE OF MISSOURI

County of Cass

On this 14 day of

Lulu Edelen (a single woman)

ACKNOWLEDGMENT BY INDIVIDUALS

1967, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, who, being duly sworn by me, acknowledged that she executed the same as her free act and deed and for the consideration stated therein and no other. And she said Lulu Edelen.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written. My term expires May 12 1969

(Seal)

HERSELF

is by single and unmarried

Notary Public

STATE OF MISSOURI

County of

On this day of

19

ACKNOWLEDGMENT BY CORPORATION

before me appearing

me duly sworn, did say that he is the of and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and issued in behalf of said corporation by authority of its board of directors for the consideration stated therein and no other; and he acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written. My term expires 19

HERSELF

Notary Public

The foregoing Deed was filed for record in this office on the 11th day of October A.D. 1967 at 10 o'clock 00 minutes A.M. and has been duly recorded in Book 518 Page 194.

By Lulu Edelen Deputy Notary Public

Conveyance For State Highway Purposes

COMPARED.

This Indenture, Made this 12th day of September, 1955, by and between
Lulu Edelen

of the County of Cass, State of Missouri, part 7 of the first part, and the STATE OF MISSOURI, for the use of the STATE HIGHWAY COMMISSION OF MISSOURI, part of the second part.

WITNESSETH, that the said part 7 of the first part, in consideration of the sum of ONE AND NO/100 DOLLARS, to her paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate situate in the County of CASS State of Missouri, to wit:

A strip of land 35 feet wide and 1307 feet long, located in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, T45N, R33W, and containing together with an additional strip herein-after described, a total of 0.917 of an acre in the present road and 0.451 acres of new land. The south boundary line of said strip is the centerline of a proposed Supplementary State Highway designated Route Y (T), and it is included between Stations 641+75 and 654+82 of a survey of said centerline.

Station 641+75 on said centerline is located at the southeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 33, and from said Station the center line extends south 89° 11' west 916.6 feet to a point; thence south 89° 29' west 390.4 feet to Station 654+82.

Also an additional strip which is bounded as follows: Beginning at a point on the northerly line of the 35 foot strip described above opposite Station 654+56; thence north 450 feet to the easterly right-of-way line of Highway Route U; thence southwesterly along said right-of-way line to a point on the centerline of an old road extending south; thence south along said centerline 420 feet to a point on the northerly line of the 35 foot strip first described above opposite Station 654+82; thence east along said northerly line 26 feet to the point of beginning.

Lulu Edelen
Cass Co. Route Y(T)

#84

2199

2199

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a state highway, or for the purpose above set out according to the plans of the State Highway Commission of Missouri, together with all and singular the rights, privileges, appurtenance and immunities thereunto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part do hereby executed the above the day and year first above written.

Lulu Edelen

STATE OF Mo. ss. ACKNOWLEDGMENT BY INDIVIDUALS.

County of Cass On this 12th day of September, 1955, before me personally appeared Lulu Edelen

to me known to be the person described in and who executed the foregoing instrument, who being duly sworn by me, acknowledged that she executed the same as her free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires April 20th, 1958 Earl L. Young Title

(SEAL)

STATE OF ss. ACKNOWLEDGMENT BY CORPORATION.

County of On this day of 19, before me appeared to me personally known, who being by

me duly sworn, did say that he is the of and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors for the consideration stated therein and no other, and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires 19 Title

Filed for record on this 14 day of September, A. D. 1955, at 11 o'clock

30 minutes A. M. By [Signature] Deputy. [Signature] Recorder.

Cass County, MO - Web Copy

WATER MAIN EASEMENT

THIS EASEMENT, made and entered into by and between OMER KIRCHER CHARITABLE REMAINDER UNITRUST DATED APRIL 8, 1999, OMER KIRCHER AND PAUL WILLIAM KIRCHER, Co-Trustees, 3771 Apex Court, Norman, Oklahoma, 73072, hereinafter referred to as "Grantor", and the CITY OF CLEVELAND, MISSOURI, a Municipal Corporation, its successors and assigns, hereinafter referred to as "Grantee":

WITNESSETH:

In and for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF CLEVELAND, receipt of which is hereby acknowledged, Grantor does hereby grant in perpetuity to the CITY OF CLEVELAND the right, privilege, and authority to construct, maintain, and operate a water main, together with all necessary appurtenances thereto, in, under, and through the property of Grantor, described as follows: to-wit:

A thirty-foot easement lying immediately east of and adjacent to the right-of-way of Highway D, over the following described real estate, located in Cass County, Missouri, to-wit:

- The Southeast Quarter of the Southwest Quarter (SE/SW) of Section 28, Township 45, Range 33, Cass County, Missouri; and**
- The Northeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri; and**
- The Southeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.**

Permission of authority herein granted shall be used for the purpose of installing and maintaining a water main and for no other purpose.

Grantor retains the unobstructed use of the property above which the water main is constructed, except there shall be no construction above the water main that will prohibit the normal and proper operation and maintenance of the water main.

The City agrees that, if any fences are cut or damaged during the initial construction or during the maintenance of the water main, same will be repaired. All debris, including rock or excess dirt resulting from the construction of the water main will be removed from the above easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee City, its successors and assigns.

IN WITNESS WHEREOF, the OMER KIRCHER CHARITABLE REMAINDER UNITRUST DATED APRIL 8, 1999, OMER KIRCHER and PAUL WILLIAM KIRCHER, Co-Trustees, have caused this instrument to be executed this _____ day of _____, 1999.

OMER KIRCHER CHARITABLE REMAINDER UNITRUST DATED APRIL 8, 1999.

By: Paul Kircher

Omer Kircher (Co-Trustee)

By: Paul William Kircher

Paul William Kircher (Co-Trustee)

99 AUG -3 P 12: 56.0
 991803 PAGE 000106
 SANDRA GREGORY, RECORDER
 DEPUTY
 STATE OF MISSOURI
 COUNTY OF CASS
 CERTIFIED
 162987

STATE OF OKLAHOMA)
) SS:)
 COUNTY OF CLEVELAND)

RECORDING FEE \$ 5.00
 NOTARY FEE 13.00
 TOTAL \$ 18.00

On this 16th day of July, 1999, before me, the undersigned, personally appeared OMER KIRCHER to be known to be and acknowledged that he executed the foregoing as free act and deed as such Co-Trustee.

IN WITNESS WHEREOF, I have set my hand and seal at my office in Norman, OK the day and year last above written.

My commission expires: June 6, 2001

Richard D. Fisher
 Notary Public

STATE OF NEW MEXICO)
) SS:)
 COUNTY OF EDDY)

On this 16 day of July, 1999, before me, the undersigned, personally appeared PAUL WILLIAM KIRCHER to be known to be and acknowledged that he executed the foregoing as free act and deed as such Co-Trustee.

IN WITNESS WHEREOF, I have set my hand and seal at my office in CARLSBAD, NM the day and year last above written.

My commission expires: 5-18-2002

Mike Medsker
 Recorder of Deeds

1803
106

IRRIGATION AGREEMENT
OWNER - SEBA BROS. PROPERTIES, INC.

This Agreement, entered into this 17th day of December, 1991, between the City of Cleveland, Missouri, hereinafter referred to as "City" and Seba Bros. Properties, Inc., a Missouri corporation, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, City presently is considering the construction of a wastewater treatment system in the Southwest Quarter of the Northeast Quarter of Section 33, Township 45 North, Range 33 West, Cass County, Missouri, and

WHEREAS, it will be necessary, from time to time, to reduce the accumulation of wastewater in said treatment system wastewater storage basin, which water may be utilized for agricultural irrigation purposes, and

WHEREAS, Owner is desirous of utilizing such wastewater accumulation for the irrigation of its land.

NOW, in consideration of the mutual benefits and covenants herein contained, the parties agree as follows:

1. Wastewater Acceptance: Owner agrees to accept wastewater from City to be applied to approximately 42.5 acres of agricultural land for the purposes of irrigating same. Owner will determine when and how much irrigation needs to take place and agrees to irrigate as much as practically possible. The parties agree and understand that during period of high precipitation irrigation would be impracticable and injurious to crop production and no irrigation will take place at such time. Owner further agrees to do nothing so as to cause wastewater to be drawn from the wastewater treatment system below the permissible point of withdrawal. Owners would have no liability for drawing the wastewater below the permissible point unless their actions are willful and wanton.

2. Land Description: Owner acknowledges that it is the sole owner of approximately 71 acres of land, 42.5 acres of which is to be irrigated under the terms of this agreement, the legal description of said 71 acres of which is attached hereto and made a part hereof as Exhibit "A".

3. Operation and Maintenance: City shall provide the irrigation equipment and appurtenances complete, including pump, irrigation force main and center pivot pads. City shall further provide complete operation and maintenance for the irrigation system for a period of one (1) year after its initial installation. After the first year of operation, the City and the Owner will each pay $\frac{1}{2}$ of the fuel and oil expense of operating the irrigation system. All other operation and maintenance expenses, including repairs and replacement, insurance, materials and labor necessary for managing and maintaining the irrigation system will be the responsibility of the City.

4. Ownership of Irrigation Equipment: Ownership of the entire irrigation system shall be and remain in the name of the City of Cleveland. At the end of the term of this irrigation agreement, if the City should decide to sell said irrigation equipment, the Owners of the irrigated lands herein described shall have the right of first refusal to purchase the irrigation equipment at such price as the City may offer it for sale. The right to purchase

1196
231

the equipment shall be proportionate to the respective ownership of the lands to be irrigated. Owner shall be granted 20 days notice in writing of the City's intention to sell said irrigation equipment and the terms of said sale. Owners may exercise their right to purchase by either mailing via U.S. Mail with postage prepaid to the Mayor of the City of Cleveland a notice of acceptance or by hand delivering same to the Mayor within said 20 day period.

5. **Equipment Replacement:** City shall provide replacement of the irrigation system as required and determined by the City. "Replacement" shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the system to maintain the capacity and performance for which the system was designed and constructed. In the event that city and Owner do not agree as to whether or not a particular piece of equipment needs to be replaced, City agrees to request a representative of the Department of Natural Resources to examine same and make a recommendation. If at any time Owner requests that a piece of equipment be replaced and the Department of Natural Resources representative recommends that it be replaced and the City fails to do so, such shall be cause to allow Owner to withdraw from this agreement. If Owner elects to withdraw from the agreement it shall give 90 days notice to the City of their intention to withdraw.

6. **Easements:** Owner gives and grants to City an easement on and through the herein described lands for the installation, maintenance, repair replacement and removal of the irrigation supply pipelines.

7. **Term:** The terms of this Agreement shall be for a period of twenty (20) years from the date of completion of a wastewater storage basin and completion of installation of irrigation facilities.

8. **Warranty of Title:** Owner covenants to and with City that subject to easements, restrictions and liens of record, Owner is lawfully seized and possessed of the lands and has a good and lawful right and power to enter into this agreement. Owner further covenants that he will request the mortgageholder to consent to the entering into of this Agreement.

9. **Covenants by City:** City covenants to and with Owner as follows:

- a. That City will maintain system in accordance with Department of Natural Resources regulations and all water quality control standards of the State of Missouri.
- b. That City will adopt in substantially the same form as it presently exists the attached ordinance and the City will enforce same with due diligence.
- c. That City will cause the wastewater to be tested at least monthly during the growing season and when advised by Owner immediately prior to Owner's beginning to take water from the wastewater storage basin and City will furnish a copy of the reports to Owner.
- d. City further agrees to indemnify the owner against all actions, claims or demands for damages of any kind whatever which may arise because of any pollutants or anything else that may be in the waters or alleged to be in the waters which are used for irrigation from the City's wastewater treatment system. In addition, City agrees to indemnify

Owner for any losses to crops caused by the wastewater used in the irrigation project other than for any negligence of the Owner. The City is further not indemnifying the Owner as to any lawsuits or actions growing out of chemicals which the Owner has placed upon the crops or upon the lands.

e. City further agrees to obtain a general liability insurance policy and to name Owners as additional named insureds relative to the operation of the wastewater irrigation facility.

10. City agrees to designate the wastewater superintendent of the City as the person to contact by the Owners in regard to any problems which may arise out of the operation of this contract.

11. Owners understand and agree that as part of this project, the lands which are to be irrigated shall be prepared in accordance with the irrigation system layout and design plans prepared by E.T. Archer and Associates and will include the removal of trees and ponds in the area to be irrigated. Owners shall have the right to review and approve the irrigation system layout and design plans. It is understood by and between the parties that all costs of preparation of the lands for the irrigation system layout shall be borne by the City.

12. Successors: This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns and shall run with the land described in and set forth on Exhibit "A".

13. Condition Subsequent: This Agreement is contingent upon receipt by Owner of certain grant funds now applied for by Owner, and upon actual construction of the wastewater storage basin and irrigation facilities by Owner within one (1) year of the date of this Agreement.

14. Recording: The City agrees not to record this agreement until such time as the grant has been fully funded and the wastewater storage basin and irrigation facilities have been constructed. City may record notice that it has entered into an agreement which will automatically terminate in a one year period of time unless the agreement is otherwise recorded at that time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate originals, the date and year noted after their respective signatures.

CITY OF CLEVELAND

SEBA BROS. PROPERTIES, INC.

By Alvin E. Schnake
Alvin E. Schnake, Mayor

By Dan W. Suba
President

Attest:

Shirley M. Albright
City Clerk

Date Signed: 12-17-91

Date Signed: 12-17-91

Cass County, MO - Web Copy

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this 17 day of December, 1991, before me, the undersigned Notary Public, appeared Alvin E. Schnake, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Cleveland, Missouri, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation and said instrument was signed and sealed in behalf of the City of Cleveland by authority of its Board of Aldermen, and said Mayor acknowledged that he signed said instrument as the free act and deed of the City of Cleveland.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Cleveland, Mo the day and year first above written.

Sharon K. Hawkins
Notary Public

My commission expires:
SHARRON K. HAWKING
Notary Public - State of Missouri
Commissioned in Cass County
My Commission Expires July 6, 1992



STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this 17 day of December, 1991, before me, the undersigned Notary Public, appeared David W. Seba to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, and the said David W. Seba further declared himself to be President of Seba Bros. Properties, Inc.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Cleveland, Mo. the day and year first above written.

Sharon K. Hawkins
Notary Public

My commission expires:
August 10, 1992

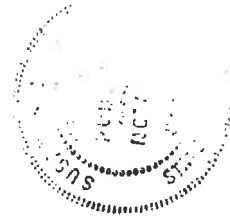


EXHIBIT "A"

IRRIGATION PROPERTY DESCRIPTION

Seba Bros. Properties, Inc. - Owner

The Southeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter, in Section 34, Township 45, Range 33, in Cass County, Missouri, except the Northwest Quarter of the Southwest Quarter of the Northeast Quarter thereof. Contains 71.1 acres, more or less, subject to the existing County Roads.

013751

STATE OF MISSOURI }
COUNTY OFFICES } SS
CERTIFIED TRUE AND CORRECTLY RECORDED

91 DEC 24 A 8:17.1

196
JOHN SCHILLER, RECORDER

DEPUTY

RECORDED
SERIALIZED
TOTAL \$
12
31

1196
231

Original

Cass County, MO - Web Copy

EASEMENT CONVEYANCE

(DISTRIBUTION - CORPORATION)

KNOW ALL MEN BY THESE PRESENTS, that SEBA BROS. PROPERTIES, INC. a MISSOURI corporation (Grantor) and KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation (KCPL).

WITNESSETH:

Grantor, in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto KCPL, and unto its successors and assigns, a right of way easement over, along, across, and under the lands hereinafter described; including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all related appurtenances for the transmission and distribution of electric energy and for communication purposes; including the right and privilege at any time and from time to time to patrol said right of way and to cut, top, trim, and remove such brush and trees if any on or adjacent to said right of way, whenever in KCPL's judgment such will interfere with or endanger the construction, operation or maintenance of any appurtenances thereon; said right of way being over, along, across and under the following described lands in the County of CASS, and the State of MISSOURI to-wit:

Various portions of land 10 feet in width, being a part of the Southeast-1/4 of the Northwest 1/4 of Section 34, Township 45, Range 33, in Cass County, Missouri. which portions of land are identified on the attached Exhibit "A", Kansas City Power & Light Company, Job No.4-47657C, ID No. 4-16001W, dated October 3, 1998, which exhibit is expressly incorporated herein and made a part hereof by reference and subject to the following conditions:

1. The centerline of the right-of-way easement shall be the centerline of the final installation of cable, conduit or other facilities.
2. Said right of way easement shall be deemed to terminate at the exterior surface and walls of any building improvements or other permanent structures; and none of such right of way easements shall underlie any building improvements or other permanent structures.
3. No building improvement or other permanent structures shall be erected or constructed within or upon said right-of-way easement without the written consent of Kansas City Power & Light Company or its successors and assigns except as shown on Exhibit "A".

This easement conveyance shall run with the land and shall be binding upon the Grantor, its successors and assigns.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances, necessary incidents and immunities thereunto belonging or in any manner appertaining unto KCPL and unto its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Easement Conveyance to be executed and attested by its duly authorized corporate representatives, as of the day and year acknowledged below.

By David W. Seba
David W. Seba
Title Pres.

Attest: David W. Seba
David W. Seba
Secretary

1725/77

Cass County, MO - Web Copy

ACKNOWLEDGEMENT

State of MO)
County of Cass) Ss.

On this 16th day of October, 1998, before me a Notary Public, appeared Davia M. Seba to me personally known, who being by me duly sworn, did say that he/she is the Said President of Seba Properties, Inc., who executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by the authority of it's Board of Directors and the said President acknowledged said deed to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Gayla J. Boyd
Notary Public Gayla J. Boyd

My Commission Expires:

GAYLA J. BOYD
Notary Public - State of Missouri
Commissioned in Bates County
My Commission Expires March 29, 2001



11/13/98

STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED
98 NOV 18 A 10:53.5
BOOK PAGE 000077
JOHN KOHLER, RECORDER
DEPUTY

145249

FILE NUMBER 377982
OR BK 02932 PG 0535
RECORDED 01/22/2007 09:42:33 AM
RECORDING FEE 27.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



S G

RIGHT-OF-WAY EASEMENT

Date 1-19-07

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to Seba Bros. Land Co., Inc. at P.O. Box 146, Cleveland, MO 64734 hereinafter referred to as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI, hereinafter referred to as "Grantee", at P.O. Box 345, Freeman, MO 64746 the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width, being 15' on either side of centerline of the water line as located and established, the same being constructed on the following described real estate of the Grantor situated in Cass County, Missouri.

to-wit:

The Southeast Quarter of the Southwest Quarter of Section 28, Township 45, Range 33, Cass County, Missouri, and:

The Northeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri, and;

The Southeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.

Subject to easements, restrictions, reservations, and covenants, now of record, if any.

Cass County, MO - Web Copy

Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line except that District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be disturbed or diminished and grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Title to said water pipe shall be and remain in the name of the District.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors, have executed this instrument this 19 day of January, 2007.

SEBA Bros Land Co. De / David W. Seba
Signature
SEBA Bros Land Co. De / DAVID W. SEBA
Printed Name

Signature

Printed Name

STATE OF MISSOURI)
) SS
COUNTY OF Cass

On this 19 day of January, 2007, before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared David W. Seba to me known as the person in and who executed the foregoing instrument and acknowledged the same as his free act and deed. In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Greeman, mo on the day and year first above written.

(Seal)



Tara L. Hastie
Notary Public - Signature
Tara L. Hastie
Notary Public - Printed Name

My Commission Expires: May 16, 2010

FILE NUMBER 377983
OR BK 02932 PG 0537
RECORDED 01/22/2007 09:42:33 AM
RECORDING FEE 30.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



§ 6

RIGHT-OF-WAY EASEMENT

Date 1-19-07

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to Seba Bros. Land Co., Inc., at P.O. Box 146, Cleveland, MO 64734 hereinafter referred to as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI, hereinafter referred to as "Grantee", at P.O. Box 345, Freeman MO 64746 the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width, being 15' on either side of centerline of the water line as located and established, the same being constructed on the following described real estate of the Grantor situated in Cass County, Missouri.

to-wit:

Part of a tract of land described in Book 704, Page 46 in the Office of the Recorder of Deeds in Cass County, Missouri, being part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri described as follows: From the Northwest corner of the Southwest Quarter of Section 33, aforesaid, run thence South 89 degrees 36 minutes 59 seconds East along the North line thereof, 1314.24 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence South 4 degrees 38 minutes 08 seconds East along the East line of said Quarter Quarter Section, 337.54 feet to the True Point of Beginning of the tract to be described; continuing

Cass County, MO - Web Copy

thence South 4 degrees 38 minutes 08 seconds East along the East line of the Northwest Quarter of the Southwest Quarter of said Section 33, 1015.00 feet to the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence North 89 degrees 47 minutes 36 seconds West along the South line of said Quarter Quarter Section, 1087.71 feet to a point on the East right-of-way line of Missouri State Route D as now located; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 27 degrees 25 minutes 18 seconds East and an ARC length of 300.67 feet; thence North 89 degrees 21 minutes 12 seconds East; 584.99 feet; thence North 0 degrees 38 minutes 48 seconds West, 374.82 feet; thence South 89 degrees 21 minutes 12 seconds West; 360.00 feet to a point on the East right-of-way line of said Missouri State Route D; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 33 degrees 04 minutes 59 seconds East and an ARC length of 262.44 feet; thence North 34 degrees 06 minutes 59 seconds East along said right-of-way line, 174.25 feet; thence South 89 degrees 55 minutes 06 seconds East, 405.51 feet to the True Point of Beginning.

Subject to easements, restrictions, reservations and covenants, now of record, if any.

Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the Grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line, except that the District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be

Cass County, MO - Web Copy

disturbed or diminished and Grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Title to said water pipe shall be and remain in the name of the District.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors, have executed this instrument this 19 day of January, 2007.

Seba Bros Land Co Inc / David W. Seba
Signature

Signature

Seba Bros Land Co Inc / DAVID W. SEBA
Printed Name

Printed Name

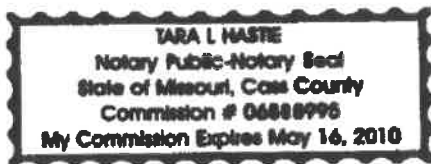
STATE OF MISSOURI)

SS

COUNTY OF Cass)

On this 19 day of January, 2007 before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared David W. Seba to me known as the person in and who executed the foregoing instrument and acknowledged the same as his free act and deed. In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Greeneville, mo on the day and year first above written.

(Seal)



Tara L. Hastie
Notary Public - Signature

Tara L. Hastie
Notary Public - Printed Name

My Commission Expires: May 16, 2010

FILE NUMBER 377984
OR BK 02932 PG 0540
RECORDED 01/22/2007 09:42:33 AM
RECORDING FEE 27.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



5 6

RIGHT-OF-WAY EASEMENT

Date 1-19-07

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to Seba
Bros. Land Co., Inc. at P.O. Box 146, Cleveland, MO 64734 hereinafter referred to
as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI,
hereinafter referred to as "Grantee", at P.O. Box 345, Freeman, MO 64746 the receipt of which is
hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the
Grantee, its successors and assigns, a perpetual easement with the right to survey, erect,
construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and
remove a water line and necessary appurtenances thereto, over, across, and through an easement
30 feet in width, being 15' on either side of centerline of the water line as located and established,
the same being constructed on the following described real estate of the Grantor situated in Cass
County, Missouri.

to-wit:

All that part of the Southwest Quarter of the Southwest Quarter of Section 33, Township
45, Range 33, Cass County, Missouri, lying East of the centerline of Missouri State Route
D (Holmes Road), as now located and established, subject to the part thereof included in
the right-of-way of said Route D.

Subject to restrictions, reservations and easements now of record thereon, if any.

Together with the right of ingress and egress over the adjacent lands of the Grantor, his
successors and assigns, for the purposes of the easement. It is understood and agreed that the

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line except that District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be disturbed or diminished and grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Title to said water pipe shall be and remain in the name of the District.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors, have executed this instrument this 19 day of

January, 2007
Seba Bros Land Co. Inc / David W. Seba
Signature

Signature

Seba Bros Land Co. Inc / David W. Seba
Printed Name

Printed name

STATE OF MISSOURI)
COUNTY OF Cass) SS

On this 19 day of January, 2007 before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared David W. Seba to me known as the person in and who executed the foregoing instrument and acknowledged the same as his free act and deed. In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Greenman, mo on the day and year first above written.

(Seal)

Tara L. Hastie
Notary Public - Signature
Tara L. Hastie
Notary Public - Printed Name



My Commission Expires: May 16, 2010

FILE NUMBER 377985
OR BK 02932 PG 0542
RECORDED 01/22/2007 09:42:33 AM
RECORDING FEE 30.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



S G

RIGHT-OF-WAY EASEMENT

Date 1-19-07

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to Seba
Bros. Land Co., Inc. at P.O. Box 146, Cleveland, MO 64734 hereinafter referred to
as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI,
hereinafter referred to as "Grantee", at P.O. Box 345, Freeman, MO 64746 the receipt of which is
hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the
Grantee, its successors and assigns, a perpetual easement with the right to survey, erect,
construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and
remove a water line and necessary appurtenances thereto, over, across, and through an easement
30 feet in width, being 15' on either side of centerline of the water line as located and established,
the same being constructed on the following described real estate of the Grantor situated in Cass
County, Missouri.

to-wit:

The Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 33, Township
45, Range 33, containing 40 acres, more or less, and the East 24 acres of the Northwest
Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 33, Township 45, Range 33.
The aforescribed tract containing 64 acres, more or less.

Subject to easements, restrictions and reservations of record, if any.

and

Cass County, MO - Web Copy

The Southwest Quarter of the Southeast Quarter, and the South Half and the West 33 feet of the North Half of the West 16 Acres of the Northwest Quarter of the Southeast Quarter, all in Section 33, Township 45, Range 33, Cass County, Missouri, containing 48-½ acres, more or less.

Subject to covenants, easements, reservations and restrictions now of record, if any.

and

The North ½ of the West 16 Acres, except the West 33 feet thereof, of the Northwest ¼ of the Southeast ¼ of Section 33, Township 45, Range 33, Cass County, Missouri, containing 7-½ acres, more or less.

Subject to covenants, easements, reservations and restrictions now of record, if any.

Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line except that District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be disturbed or diminished and grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

IN WITNESS WHEREOF, the Grantors, have executed this instrument this 19 day of January, 2007

Seba Bros Land Co. Inc / David W. Seba
Signature

Signature

SEBA BROS. LAND CO. INC / DAVID W. SEBA
Printed Name

Printed Name

STATE OF MISSOURI)
COUNTY OF CASS) SS

On this 19 day of January, 2007 before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared David W. Seba to me known as the person in and who executed the foregoing instrument and acknowledged the same as his free act and deed. In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Greene, MO on the day and year first above written.

(Seal)



Tara L. Hastie
Notary Public - Signature

Tara L. Hastie
Notary Public - Printed Name

My Commission Expires: May 16, 2010



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FILE NUMBER 377986
OR BK 02932 PG 0545
RECORDED 01/22/2007 09:42:33 AM
RECORDING FEE 27.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

RIGHT-OF-WAY EASEMENT

Date 1-19-07

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to Seba
Bros. Land Co., Inc., at P.O. Box 146, Cleveland, MO 64734 hereinafter
referred to as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY
MISSOURI, hereinafter referred to as "Grantee", at P.O. Box 345, Freeman, MO 64746 the
receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and
convey unto the Grantee, its successors and assigns, a perpetual easement with the right to
survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain,
replace and remove a water line and necessary appurtenances thereto, over, across, and through
an easement 30 feet in width, being 15' on either side of centerline of the water line as located and
established, the same being constructed on the following described real estate of the Grantor
situated in Cass County, Missouri.

to-wit:

The Northeast Quarter of the Southwest Quarter of Section 33, Township 45,
Range 33, in Cass County, Missouri, subject to right of way granted to the Kansas
City Power & Light Company by instrument appearing in Book 290, page 625: and
subject to right of way granted to H. F. Sinclair appearing in Book 227, page 124
and subsequent assignments thereto; and further subject to public road right of
ways as shown by instrument in favor of the State of Missouri appearing in Book
406, Page 186 and the City of Cleveland as shown by instrument appearing in Book
1188, Page 54.

Subject to easements, restrictions, and reservations of record.

Cass County, MO - Web Copy

Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line except that District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be disturbed or diminished and grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Title to said water pipe shall be and remain in the name of the District.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors, have executed this instrument this 19 day of January, 2007.

Seba Bros Law Co Inc David W Seba
Signature

Signature

SEBA BROS LAW CO INC / DAVID W SEBA
Printed Name

Printed Name

STATE OF MISSOURI)

COUNTY OF Cass) SS

On this day of 19 January, 2007, before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared David W. Seba to me known as the person in and who executed the foregoing instrument and acknowledged the same as his free act and deed. In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Sherman, Mo on the day and year first above written.

(Seal)

Tara L Hastie
Notary Public - Signature
Tara L Hastie
Notary Public - Printed Name

My Commission Expires: May 16, 2010



Handwritten notes: "58" and "D-E"

SERVICE PIPE LINE COMPANY

CERTIFIED RESOLUTION OF BOARD OF DIRECTORS

THIS IS TO CERTIFY that the following is a complete, true and correct copy of a resolution of the Board of Directors of SERVICE PIPE LINE COMPANY, a Maine corporation, unanimously adopted at a regular meeting held on the 2nd day of May, A.D. 1950, as set forth in the minutes of said meeting, and that the same has not been rescinded or modified, to-wit:

BE IT RESOLVED THAT, WHEREAS, this corporation was incorporated in and pursuant to the laws of the State of Maine on or about the 24th day of April, A.D. 1916, as SINGLAIR-CUDANY PIPE LINE COMPANY; and

WHEREAS, at the Annual Meeting of the stockholders of this corporation held on or about the 26th day of January, A.D. 1920, the name of said corporation was changed from SINGLAIR CUDANY PIPE LINE COMPANY to SINGLAIR PIPE LINE COMPANY; and

WHEREAS, at a Special Meeting of the stockholders of this corporation held on or about the 6th day of October A.D. 1930, the name of said corporation was changed from SINGLAIR PIPE LINE COMPANY to STANOLIND PIPE LINE COMPANY; and

WHEREAS, at a Special Meeting of the stockholders of this corporation held on or about the 21st day of April, A.D. 1950, the name of this corporation was changed from STANOLIND PIPE LINE COMPANY to SERVICE PIPE LINE COMPANY, this last change in the name became effective on the 1st day of May, A.D. 1950; and

name is now SERVICE PIPE LINE COMPANY AND all of the business of this Corporation WHEREAS, the new corporate shall hereafter be transacted in its new name from and after May 1, 1950, but no other change has been made in the corporation and it is in every other respect the same corporation;

NOW, THEREFORE, BE IT FURTHER RESOLVED that this resolution is adopted for the purpose of setting forth the history of all the changes in the name of this corporation as contained in the above and foregoing statement of facts; a verified copy of this resolution may be filed, registered, placed of record or recorded as OFFICIAL NOTICE of the facts hereinabove contained with any Federal or State commission or administrative body, bank, county, body politic, city, town, Federal or State Court, insurance company, any person, corporation, partnership or association, whenever and wherever it may be deemed necessary in which event the new corporate name of SERVICE PIPE LINE COMPANY is and shall be substituted for and shall take the place of each, every and all of the former names of this corporation whenever and wherever they may appear.

IN WITNESS WHEREOF, the Assistant Secretary of said corporation has hereunto set his hand and affixed the official seal of said corporation, the 18th day of May, A.D. 1950.

(Corporate Seal) R. E. Hruska Asst. Secretary R. E. HRUSKA SERVICE PIPE LINE COMPANY

Subscribed and sworn to before me, a Notary Public, this 18 day of May A.D. 1950.

(SEAL) My Commission Expires Feb. 27, 1952. Adorine M. Mahoney Notary Public ADORINE M. MAHONEY

State of Oklahoma) ss. County of Tulsa)

Before me, Adorine M. Mahoney, a Notary Public in and for the State of Oklahoma, on this day personally appeared R. E. Hruska to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as its Asst. Secretary and acknowledged to me that he executed the same as his free

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and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.
In witness whereof I hereunto set my hand and official seal this 18 day of May, A.D. 1950.
(SEAL)

Adorina M. Mahoney
Notary Public
ADORINA M. MAHONEY

My Commission Expires Feb. 27, 1952.
Filed for record May 20, 1950 at 1:30 PM.

By Pauline Reader Deputy C. R. George Recorder

OK

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State of Missouri }
County of Cass } ss

I, C. C. Hoey, being first duly sworn upon my oath state my post office address is Garden City, Mo.

I was well acquainted with Stephen Kauffman, Christian Kauffman, John J. Kauffman and Josiah M. Swick, who in 1891 purchased from Adam Kauffman the E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{2}$ sec. 12, Twp. 44, Rge. 30, Cass County, Missouri, by deed recorded in Book 97 at page 321 of the Cass County deed records. I know that the said Christian Kauffman is the same person as Christian Kauffman who in 1899 by deed recorded in Book 133 at page 86 of said records conveyed his undivided one-fourth interest in said land to John J. Kauffman, Stephen Kauffman and the said Josiah M. Swick. I know that two of the grantees in said deed, John J. Kauffman and Stephen Kauffman are the same persons as John J. Kauffman, who in 1899 by deed recorded in book 133 at page 96 conveyed his undivided one third interest in said land to Stephen Kauffman and Josiah M. Swick, and that the said Stephen Kauffman is the same person as Stephen Kauffman who in 1899 by deed recorded in book 133 at page 176 conveyed his undivided half interest in said land to the said Josiah M. Swick. I well knew Martha (A) Swick, the wife of the said Josiah M. Swick. She died some 15 years ago.

Subscribed and sworn before me this 7 day of July 1939.
(SEAL)
C. C. Hoey
C. D. Eidson
Notary Public.

My commission expires: Jan. 22, 1940.
Filed for record May 22, 1950 at 3:50 PM.

By Pauline Reader Deputy C. R. George Recorder

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SERVICE PIPE LINE COMPANY
Resolved Resolutions

RESOLVED, that for the more convenient transaction of the business of this corporation its corporate name shall be changed from Service Pipe Line Company to Amoco Pipeline Company, which change shall be and become effective April 1, 1970.

FURTHER RESOLVED, that the Clerk of this corporation be and hereby is authorized and directed to prepare, execute, verify, acknowledge and file with the Secretary of State of the state of Maine, the necessary certificate of such change in the corporate name of this corporation as shown by the above and foregoing resolution in accordance with the provisions of the laws of the State of Maine.

I, JAMES K. EIGAN, JR., Clerk of the Meeting do hereby certify that the above is a complete, true and correct copy of resolution of the stockholders of Service Pipe Line Company, a Maine corporation, unanimously adopted at the Annual Meeting of Stockholders held on the 26th day of January, 1970, as set forth in the minutes of said meeting, and that the same has ^{not} been rescinded or modified, to-wit:

James K. Eigan, Jr.
Clerk of the Meeting

Subscribed and sworn to before me this 16th day of March, A.D. 1970

Nancy Hartman
Notary Public

(Seal)
My commission expires September 5, 1972.

Filed for record this 30th day of April, A.D. 1970 at 1 o'clock ²⁵ min P.M.

By W. Allen Deputy

McLean Recorder

oooo000ooo

RECORD ENTRY COMPARED

STATE OF MISSOURI)
County of Cass) ss

BE IT REMEMBERED, that heretofore, at the JANUARY Term, 1970 of the Circuit Court within and for the County of Cass and State of Missouri, on the 29th day of April, 1970, the same being the Forty-Seventh Judicial Day of said term, the following, among other proceedings, were had and entered of record before the Hon. WILLIAM M. KIMBERLIN, Judge of the Seventeenth Judicial Circuit of the State of Missouri, and Ex-Officio Judge of the Cass County Circuit Court:

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI, AT HARRISONVILLE

PUBLIC WATER SUPPLY DISTRICT
NO. 1 OF CASS COUNTY MISSOURI
Plaintiff,
vs.
HENRY C. PILANT and FLORA H. PILANT
and
LOUIS P. KACKLEY and
BESSIE E. KACKLEY.
Defendants.

Mo. 31754
FILED APR 29 1970
BILLY F. McCLAIN
CIRCUIT CLERK, CASS CO.

REPORT OF COMMISSIONERS

On this 29th day of April, 1970, come JAMES A. STONE, J. EDWIN CLATWORTHY and MARION H. PARSONS, who were heretofore duly appointed Commissioners in the above entitled cause, and report that they forthwith accepted said Appointment; they met together, took and filed in this cause their QUALIFYING OATH; all three viewed all the properties together; that the lands and properties were staked and laid out at the time in accordance with the descriptions in the Petition; that they examined the respective descriptions while viewing the corresponding properties; that they considered and weighed the damages, if any, which the Defendants owning the several properties will sustain by reason

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of the appropriation set out in the petition, and took into consideration the benefit to be derived by the owners as well as the damage sustained thereby, as is required by law, all to the extent of their effect on, and as reflected in, the market value of the several entire properties, of which the respective parcels described herein are parts; and that they do herein and hereby forthwith return, under oath, to the Circuit Clerk their report, in duplicate, setting forth and stating separately as to each property or group of properties held under the same ownerships, together with a specific description of the property, for the taking or use of which the damages are assessed, and the net amount of damages, if any, as follows:

TRACT 1: HENRY C. FILANT and FLORA H. FILANT, his wife, owners of a tract of land to be used as a permanent water line easement, described as follows: All of the North 20 feet of the following described property: that part of the Northeast Quarter of the Southwest quarter of Section 25, Township 46, Range 30, lying South of the South right-of-way of Missouri State Highway No. 58; and a part of the west half of the Southwest Quarter of Section 25, lying South of the centerline of the right-of-way line of Missouri State Highway No. 58, and East of a line described as follows: Beginning at a point on the South line of said Section 25, at a point 948 feet East of the Southwest corner of said Section; run thence North 1000 feet; thence North 05 degrees 03 minutes 10 seconds East 946.14 feet to a point in the centerline of said highway; EXCEPT for that property described as follows: Part of the Southeast Quarter of the Southwest Quarter of Section 25, Township 46, Range 30, in Cass County, Missouri, described as beginning at a point in the South line of said Quarter Quarter Section and 540.75 feet West of the Southeast corner thereof; run thence West along the South line of said Quarter Quarter Section 189.78 feet; thence North 7 degrees, 11 minutes East, 1312.52 feet to the Southwesterly Right-of-way line of State Route 58; thence South 53 degrees 18 minutes East, along said Southwesterly Right-of-way line of Route 58, 34.47 feet; thence South 7 degrees 20 minutes West, 238.58 feet; thence South 79 degrees 35 minutes 15 seconds East, 172.74 feet; thence South 7 degrees 21 minutes 30 seconds West 81.91 feet; thence North 88 degrees 35 minutes 45 seconds East 183.68 feet; thence South 3 degrees 05 minutes 30 seconds West 429.27 feet; thence West 267.45 feet; thence South 2 degrees 42 minutes West 509.05 feet to the point of beginning; subject to roads and easements of record, and EXCEPT for that property described as follows: Part of the Southeast Quarter of the Southwest Quarter of Section 25, Township 46, Range 30, in Cass County, Missouri, described as beginning at a point 1045.09 feet North and 569.20 feet West of the Southeast corner of said Quarter Quarter Section; run thence North 7 degrees 20 minutes East 238.58 feet to the Southwesterly right-of-way line of State Route 58; thence South 53 degrees 18 minutes East, along said Southwesterly right-of-way line of Route 58, 198.40 feet; thence South 7 degrees 29 minutes 15 seconds West, 150.56 feet; thence North 79 degrees 35 minutes 15 seconds West, 172.74 feet to the point of beginning; lying parallel and adjacent to the South right-of-way line of State Highway No. 58.

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Three Hundred Seventy Five and no/100 Dollars (\$375.00) is assessed by the Commissioners as the net damages for the appropriations above described.

TRACT II: LOUIS P. JACKLEY and BESSIE E. JACKLEY, his wife, owners of a tract of land to be used as a permanent water line easement, described as follows: All of the North 20 feet, lying parallel and adjacent to the South right-of-way line of Missouri State Highway No. 58, in the Southwest Quarter of the Northeast Quarter, and in the Southeast Quarter of the Northwest Quarter, in Section 27, Township 46, Range 30.

Six Hundred Twenty Five and no/100 Dollars (\$625.00) is assessed by the Commissioners as the net damages for the appropriations above described.

WHEREFORE, having acted in all things in compliance with law and with the terms of the Order Appointing Commissioners, your Commissioners pray that this, their report of their proceedings thereunder be accepted and that they be discharged.

James A. Stowe
J. Edwin Clatworthy
Marion H. Parsons

STATE OF MISSOURI)
) SS ACKNOWLEDGMENT
COUNTY OF CASS)

On this 29th day of April, 1970, before me personally appeared, James A. Stowe, J. Edwin Clatworthy and Marion H. Parsons, to me known to be the Commissioners heretofore appointed in the above entitled cause and who executed the foregoing duplicate original report of Commissioners, and being by me first duly sworn, acknowledged that they executed the same as their free act and deed; and further said that all the facts stated therein are true; and that each assessment of net damages inserted therein, is, to the best of their individual judgments and abilities, fair and just, both to those who will receive and to those who must pay said damages, if any.

Billy F. McClain, Circuit Clerk
By - - - - -Deputy Clerk

CERTIFICATION OF THE CIRCUIT CLERK

STATE OF MISSOURI)
) SS
COUNTY OF CASS)

I, BILLY F. McCLAIN, Clerk of the Circuit Court within and for the County and State aforesaid do hereby certify that the above and foregoing is a full, true and complete copy of the Report of Commissioners filed in the above entitled cause as the same appears on record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at my office in Harrisonville, Missouri, this, the 29th day of April, 1970.

(Seal) Billy F. McClain, Circuit Clerk
By - - - - -Deputy Clerk

CERTIFICATE OF CLERK

STATE OF MISSOURI,)
) ss
COUNTY OF CASS)

I, BILLY F. McCLAIN, Clerk of the Circuit Court within and for the County of Cass and State of Missouri, do hereby certify the above and foregoing to be a true and perfect copy of the judgment and order of Court, as fully as the same appear of record and on file now in my office.

Done at my office in the City of Harrisonville, Cass County, Missouri, this

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30th day of April, 1970.

WITNESS MY HAND AND THE SEAL OF SAID COURT.

(Seal)

Billy F. McClain, Clerk of the Circuit Court within and for Cass County, Missouri

By - - - - - Deputy Clerk

Filed for record this 30th day of April, A.D., 1970, at 4 o'clock and 35 minutes P.M.

By Billy Shible Deputy

Wm. J. Hill Recorder

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COMPARED

ASSIGNMENT OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Ethel Gray, for value received does hereby sell, assign, transfer, set over, and convey unto Alta L. Page and Alarea McPheeters as co-trustees under a Declaration of Trust dated March 9, 1970, all of her right, title and interest of, in, and to that certain Deed of Trust dated the first day of October, 1969, executed by J. L. Ranfro and Lauren Ranfro, his wife, to Ethel Gray, and duly filed for record in the office of the Recorder of Deeds of Cass County, Missouri, on the 21st day of October, 1969, and duly recorded as instrument No. 176211 in Book 533, at Page 338, together with note, debts and claims secured by said Deed of Trust and the covenants contained therein.

IN WITNESS WHEREOF, Ethel Gray has hereunto set her hand this 23 day of April, 1970

Ethel Gray

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On this 23 day of April, 1970, before me, the undersigned, a Notary Public, personally appeared Ethel Gray, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. And the said Ethel Gray further declared herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in San Diego, California, the day and year last above written.

(Seal)

My Commission expires: March 24, 1973

Fleetabelle Wayland, Notary Public within and for said County and State

Fleetabelle Wayland, Notary Public Principal Office, San Diego Co. Calif. My Commission Expires March 24, 1973

Filed for record this 1st day of May, A.D., 1970, at 9 o'clock and - minutes A.M.

By Billy Shible Deputy

Wm. J. Hill Recorder

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COMPARED

STATE OF MISSOURI)
COUNTY OF JACKSON) ss

Lennie Cecil Cochran and Velma L. Cochran, his wife,

being first duly sworn upon their oaths state that on September 28, 1965, they entered into a contract for deed with Insurance City Life Company, a true and correct copy of which is attached to this affidavit by which Insurance City Life Company agreed to convey to them Lot 400, West Belton, a subdivision of land in Cass County, Missouri, upon the terms and conditions therein stated; that the payments required in said contract to be made have been made promptly and as required; that they have been in continuous possession of the property themselves and through their son, John Cochran, and his wife, Mary Cochran; that by reason of these facts they assert they are the owners of the property above described subject only to the equitable interest of Insurance City Life Company.

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Oil, Gas and Mineral Lease

THIS AGREEMENT, Made and entered into this 27th day of May 1916 by and between T.E.Reedy and M.J. Reedy of Cass County, State of Missouri, parties of the first part and Western Chemical Aniline Asphalt Co. West Line Mo party of the second part; WITNESSETH: That the said parties of the first part, the receipt of which is hereby acknowledged, and other valuable considerations hereinafter set forth, do hereby grant, demise, lease/let unto the said party of the second part, their heirs and assigns, for the sole purpose of drilling and operating for oil, gas or minerals, the following real estate, situate in the County of Cass State of Missouri, to wit:

73 a the W 1/4 S E 1/4 Sec 28 Twp 45 R 33

73 acres

of Section Twenty Eight, Township Forty five North, Range thirty three West. TO HAVE AND TO HOLD, The same for the term of three years from date hereof and as much longer as oil, gas or minerals are being found or produced thereon, with the full and exclusive right, power and authority to the second party, to enter upon the above described land and drill or bore for oil, gas or minerals take onto or remove from said land all machinery, appliances and equipment necessary for the prosecution of said work; to erect all necessary buildings on said lands, and shall have full right and privilege to use water free of charge from said premises for drilling or operating thereon, avoiding, however, as far as practicable, damage to growing crops, but in case of such damage to pay for same as may be mutually agreed upon or determined by appraisers. In consideration of the premises the party of the second part agrees to pay as a royalty to said party of the first part, the one-eighth part of all oil produced and saved from said premises, oil royalty to be paid in cash at market price to be delivered to the party of the first part in tanks or pipe lines; and for each gas well said second party shall pay said first parties the sum of One Hundred DOLLARS, per year, payable semi-annually in advance, for the time when first used; and for all minerals produced on said premises, said second party shall pay to first party 5 per centum of all such minerals mined or produced, and all royalties on the said minerals shall be paid to first party as fast as said minerals are produced and marketed. All payments as above provided may be made by sending checks by mail to first parties personally to Post Office address at Cleveland Mo, or by depositing the amount thereof to their credit in the Cleveland Bank at Cleveland Mo. First party to have gas free of charge for all domestic use on the above described land, to be taken at well or wells so discovered and utilized. Second party to have so much gas free as may be necessary for operating and drilling on said land. It is further mutually agreed by and between the parties hereto that said party of the second part shall begin work under this grant, conveyance and lease, on or before the 27th day of May, 1917, by drilling for oil, gas or Minerals thereon. It is further mutually agreed, that if said party of the second part fails to begin work within 30 the time specified, they shall pay to said parties of the first part the sum of 25 cts per acre per year, the same to be paid quarterly in advance in the manner above provided, it being specifically agreed and understood, however, that when oil, gas or minerals are found, royalties shall be paid as herein agreed and all cash rentals shall cease. The failure of said second party to begin work or make said payments as above set forth, shall terminate this lease and the same shall become null and void, and thereafter either of said parties shall have the right to cancel this grant and conveyance by giving the other party 30 days notice in writing... election so to do, and by paying or tendering the sum of One Dollar and releasing this grant or conveyance. In consideration of the premises, the party of the first part hereby give and grant to the party of the second part, the exclusive right and privilege to lay, maintain and use pipe lines for gas, water and oil upon, over and across said lands, said pipe lines to be laid at least 12 inches under the farming lands, unless otherwise mutually agreed upon. If no operations by second party are started within three years from date this lease shall be null and void.

WITNESS our hands this 27th day of May 1916

T.E.Reedy
M.J.Reedy

Western Chemical Aniline Asphalt Co. By L.W.Kircher

State of Missouri)

COUNTY OF Cass) ss. On this 5 day of Dec 1916 before me, W.E. Morgan a Notary Public, personally appeared T.E.Reedy and M.J.Reedy his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cleveland Mo. The day and year first above written. My term expires Sept 2 1919.

(Seal) W.E.Morgan Notary Public in and for said County and State.

Filed for record this 15 day of Feb 1917 at 4: 9; P.M.

By Deputy Recorder

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RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION OF One Dollar to R. S. in hand paid, receipt of which is hereby acknowledged, and the further consideration of... 150 cents per rod, to be paid when pipe line hereinafter specified is laid.

do hereby grant to H. F. SINCLAIR, his heirs or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas and other commodities and operate a telephone line, if the same shall be found necessary, on, over and through the following described lands, situated in

Cass County, State of Missouri, to-wit: Sec. 28, Township 45, Range 33; Sec. 33, Township 45, Range 33; All of the S.E. 1/4, west of the Right of Way by the N.E. 1/4 west S.E. 1/4 & E. 1/2 of S.W. 1/4; Sec. 29, Township 45, Range 33; Sec. 33, Township 45, Range 33.

with ingress and egress to and from the same for all purposes necessary in connection with the construction, maintenance and operation of said pipe line and telephone line. The said grantee, his heirs or assigns to fully use and enjoy the said premises, except for the purposes heretofore granted to the said H. F. SINCLAIR, his heirs or assigns, who hereby agrees to pay any damages which may hereafter arise from the laying, maintaining and operating said pipe line, said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantee, his heirs or assigns, one by H. F. SINCLAIR, his heirs or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed, that the said H. F. SINCLAIR, his heirs or assigns, may at any time lay an additional line or lines of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damage, if any, in making such change to be paid by the said H. F. SINCLAIR, his heirs or assigns, for the work, in pursuance of this instrument, to be commenced within twelve months from the date hereof, shall become null and void. All payments which may become due under this contract may be made directly to the grantor or herein or deposited in the bank of...

The grantors reserve the right when the ditch is opened to lay a drain tile in the ditch along side of the oil pipe line. If the pipe line is changed and a larger pipe put in the same agrees to the title in as good a position as found when change is made. The said H. F. Sinclair, his heirs or assigns, shall within such time, survey and definitely locate the route of said pipe line across said premises and pay said 150 cents per rod according to said survey and location, otherwise this instrument...

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IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 7th day of March, A. D. 1917. Harry N. Horner, W. H. Ruette, J. P. Henneman, Lydia Henneman.

STATE OF Missouri COUNTY OF Cass W. C. Morgan, Notary Public within and for the County and State aforesaid do hereby certify that on this 7th day of March, 1917, before me personally appeared F. P. Henneman and Lydia Henneman his wife who are personally known to me to be the same person as described in and whose names subscribed to and who executed the foregoing instrument and duly acknowledged to me that they signed, sealed and delivered the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth. My commission expires Sept 4, 1919. W. C. Morgan, Notary Public.

Filed for record, April 27, 1917, at 7 o'clock 49 minutes, P. M. By John S. Hill, Deputy.

NOTARY PUBLIC STATE OF OKLAHOMA

(SEAL)

My commission expires: Nov. 25, 1958.

Jo Ann Yarnoy,
Notary Public, in and for the
County and State of

Filed for record this 8 day of August, A.D. 1955 at 3 o'clock 10 minutes P.M.

Quinn The Camp Deputy

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W.H. Powell Notary

ASSIGNMENT OF RIGHTS OF WAY

KNOW ALL MEN BY THESE PRESENTS, THAT *For Release. see ch. 524, p. 494.*
SERVICE PIPE LINE COMPANY, a Maine corporation, with its principal office in Tulsa
Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good
and valuable considerations, all cash to it in hand paid by C.H. BURDEN CONSTRUCTION
CORP., a Delaware corporation, receipt of which is hereby acknowledged, has bargained
sold, transferred, and assigned and by these presents does bargain, sell, transfer,
and assign unto C.H. Burden Construction Corp., all of Service Pipe Line Company's
right, title and interest in all those certain rights-of-way easements owned by
Service Pipe Line Company situated in Cass County, Missouri, and more particularly
described in that certain list of pipe line rights-of-way easements marked Exhibit "A"
and attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto C.H. Burden Construction Corp., its successors
and assigns forever, subject nevertheless to the terms, conditions, and provisions, of
said rights-of-way easements, and Service Pipe Line Company for and on behalf of
itself, its successors and assigns, hereby warrants its title under said rights-of-
way easements against the claims of any person claiming by, through or under it, but
not otherwise.

It is understood and agreed that this assignment of rights of way shall be effective
as of August 1, 1955.

WITNESS the hand and seal of Service Pipe Line Company at Tulsa, Oklahoma, this
5th day of August, A.D. 1955.

(CORPORATE SEAL)
ATTEST:
R.E. Knuska,
Asst. Secretary

SERVICE PIPE LINE COMPANY
By J.L. Shoemaker,
Financial Vice President

U.S. REVENUE herewith attached for \$1.05.

STATE OF OKLAHOMA)
) ss. Before me, a Notary Public, on this day personally appear-
COUNTY OF TULSA) ed J.L. Shoemaker, known to me to be the person whose name is subscribed to the fore-
) going instrument, and known to me to be the Financial Vice President, of Service Pipe
Line Company, a corporation, and acknowledged to me that he executed said instrument
for the purposes and consideration therein expressed, and as the act of said corpora-
tion.

Given under my hand and seal of office this 5th day of August, 1955.

(SEAL) My commission expires: Feb. 27, 1956.

Adorine M. Maloney,
Notary Public

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EXHIBIT "A"
STATEMENTS OF TAX ASSESSMENTS
ASSIGNED TO O.R. HURSEY CONSTRUCTION CORP.
Cass County Missouri

GRANTOR	GRANTEE	DESCRIPTION	SEC. TWP. RFB.	CONTRACT DATE	RECORDED	SERIES YEAR TAX MAP NO.
Benedict Alderson Sarah Alderson	H.F. Sinclair	1/2 NE 1/4 SW 1/4	29 45 33 20 45 33	Mar. 7, 1917	Rk. 227 pg. 127	1971
T.J. Dalton Hanna H. Dalton	" "	1/2 NE 1/4 & N 25 ac of SW 1/4 SW 1/4 & N 25 ac of SW 1/4	29 45 33 20 45 33	Mar. 20, 1917	Rk. 227 pg. 126	1972
F.J. McCarl	Sinclair-Doddy P.L.Co.	All of NW 1/4 E of R. 1/4	29 45 33	Mar. 26, 1917	Rk. 227, pg. 129	1974
H. Hanson Tina Hanson	H.F. Sinclair	SE 1/4 SW 1/4 NW 1/4 ALL of SW 1/4 of T.C. 38	29 45 33 23 45 33 33 45 33 29 45 33	Mar. 7, 1917	Rk. 227, pg. 128	1975
W.H. Bales John Bales F.P. Benson Lydia Hanson	Sinclair-Doddy P.L.Co. H.F. Sinclair	W 1/2 & NE corner of SW 1/4 ALL SW 1/4 of R.C. 1/4 SW 1/4 NE 1/4 of R.C. 5. 18 SW 1/4 SW 1/4	28 45 33 28 45 33 29 45 33 29 45 33 29 45 33 28 45 33 33 45 33	Mar. 28, 1917 Mar. 7, 1917	Rk. 227, pg. 128 Rk. 227, pg. 124	1976 X 1976-1 1977-2
R.H. Stokes L.E. Stokes	H.F. Sinclair	NE 1/4	33 45 33	Mar. 16, 1917	Rk. 227, pg. 123	1978
J.J. Morgan Anna E. Morgan W.E. Morgan	Sinclair-Doddy P.L.Co.	Pipe line to pass within 20 feet South of & 80 ft. east the center of the road at the NE of SW 1/4	33 45 33	Mar. 28, 1917	Rk. 227, pg. 122	1979
J.J. Morgan Anna E. Morgan W.E. Morgan	Standard Pipe Line Company	SW 1/4	33 45 33	Dec. 26, 1911	Rk. 329 pg. 476	1979
Rankin Cable	H.F. Sinclair	SW 1/4	33 45 33	Feb. 6, 1917	Rk. 227, pg. 121	1980
Loren V. Brown Mary L. Brown	Standard Pipe Line Company	NE 1/4 SW 1/4	33 45 33	Jan. 26, 1919	Rk. 329, pg. 477	1980-1

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NAME	ADDRESS	DESCRIPTION	SEC. AMP. AGE.	CONVEYOR DATE	RECORDED	SERIES 3341 LINE LIST NO.
P.L. Strom	Stimulat-Whaley P.L. Co.	1/2 sec. 8 in dia 8 1/2 sec	36 45 33	Mar 28, 1917	Rk-227, pg-120	1981
H.C. Smith	H.P. Stimulat	1/2 sec 7 of 1/2 sec 10 more sec. of 1/2 sec	36 45 33	Mar 15, 1917	Rk-227, pg-118	1982
Benny C. & John H. Smith	H.P. Stimulat	120 sec. out 1/2 120 sec. out 1/2	35 45 33	Jan 27, 1917	Rk-227, pg-119	1982-4
R. J. Simpson	" " "	180 sec. lot 6 & 7 1/2 43 sec. 1/2 lot 7 1/2	34 45 33	Jan 16, 1917	Rk-227, pg-116	1983
Richard Simpson	Stimulat Co. & P.L. Co.	180 sec. lot 6 & 7 1/2 43 sec. 1/2 lot 7 1/2	3 44 33	Mar 26, 1918	Rk-227, pg-135	1983
P.L. Smith	" " "	10 sec. of 1/2 sec 10 sec. of 1/2 sec	3 44 33	Feb 8, 1917	Rk-227, pg-117	1983-1
Henry C. Smith	" " "	1/2 lot 6, the 1/2	2 44 33	Dec 27, 1916	Rk-227, pg-115	1984
John W. Smith	" " "	1/2 lot 6, the 1/2	2 44 33	Jan 17, 1917	not recorded	1984
J. W. Smith	" " "	1/2 lot 5 of 1/2	2 44 33	Jan 13, 1917	Rk-227, pg-113	1985
John W. Smith	Stimulat-Whaley Pipe Line Co. & P.L. Co.	1/2 lot 5 of 1/2	2 44 33	Mar 26, 1918	Rk-227, pg-132	1985
John W. Smith	" " "	1/2 lot 5 of 1/2	2 44 33	Mar 29, 1917	Rk-227, pg-114	1986
John W. Smith	" " "	1/2 lot 5 of 1/2	2 44 33	Mar 15, 1917	Rk-227, pg-112	1987
John W. Smith	Stimulat-Whaley Pipe Line Co. & P.L. Co.	1/2 lot 3 & 4 of 1/2	2 44 33	Mar 30, 1917	Rk-227, pg-111	1988
John W. Smith	H.P. Stimulat	lot 1 & 2 1/2	2 44 33	Mar 15, 1917	Rk-227, pg-110	1988
John W. Smith	H.P. Stimulat	lot 2 1/2	2 44 33	Mar 12, 1917	Rk-227, pg-109	1990
John W. Smith	" " "	lot 1 1/2	2 44 33	Mar 3, 1917	Rk-227, pg-108	1992

Filed for record this 8 day of August, A.D. 1917 at 4 o'clock of minutes P.M.
 By James T. Camp Deputy Recorder
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AFFIDAVIT

STATE OF MISSOURI)
COUNTY OF GARRISON) SS.

Comes now Ernest E. Simpson, of lawful age, being first duly sworn on his oath, states that he and his wife, Charlotte C. Simpson are the absolute owners in fee simple of the following described real estate, situate in Cass County, Missouri, to-wit:

A part of the West Half of the Southeast Quarter of Section 20, in Township 46, of Range 30, described as follows: Beginning at a point on the west line of the west half of the Southeast Quarter of said Section, at a point 13.86 chains South of the Northwest corner thereof; running thence, South along said line to point of intersection with the Northernly line of the right-of-way of the Missouri Pacific Railroad Company; thence, in a Southeasterly direction along the Northernly line of said right-of-way to point of intersection with the East line of the West half of the Southeast Quarter of said Section; thence, North along said line to a point due East of the place of beginning; thence, West to the place of beginning.

Affiant states that he is the son, and only child of Josephine Schoder Simpson, his mother, deceased; that his mother was the daughter of John Schoder, deceased. Affiant states that his grandfather, John Schoder, whose Last Will and Testament is recorded in Book 162, Page 526, Recorder of Deeds Office, Cass County, Missouri, left as his sole and only heirs at law the following: Josephine Schoder, widow; John Schoder, son; Ernest Schoder, son; and this affiant, grandson, and child of Josephine Schoder Simpson, deceased daughter of John Schoder, deceased. Affiant further states that John Schoder, deceased, left no other child or children, or descendants of deceased child or children, either natural or adopted, and that Josephine Schoder, wife of John Schoder is now deceased.

Affiant further states that the above described real estate was purchased by John Schoder, April 10th, 1883; that said land has been in the family of John Schoder and his heirs continuously for more than seventy-two (72) years; that he, the affiant and those whom he claims title have held open, notorious, continuous, and exclusive possession of said real estate since the year 1883.

Further affiant saith not.

Ernest E. Simpson
Affiant

Subscribed and sworn to before me this 8th day of August, 1955.

Marian E. DeShazer
Notary Public

(SEAL)

My Commission Expires: November 8th, 1957

Filed for record this 8th day of August, A.D. 1955 at 10 o'clock 15 minutes A.M.

Lewis Van Camp Deputy Recorder *W.D. Russell* Recorder
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RIGHT OF WAY.

KNOW ALL MEN BY THESE PRESENTS: That Minnie A. Job, a widow herein called GRANTOR, in consideration of the sum of Fifty Cents per rod Dollars, do hereby grant, convey and warrant unto Otis Service Gas Company, its successors and assigns, herein called GRANTEE, the right, privilege and easement to install, operate, maintain, inspect, alter, replace and remove a pipeline for the transportation of gas, oil and other substances and such drips, gates, meters and other equipment and appurtenances as may be convenient for its operation, upon, over and through the following real estate in Cass County, State of Missouri, to-wit:

East 1/2 of Lot 7 of NW 1/4 Except East 12 acres thereof Section 5, N 1/2 of Lot 7 of NW 1/4 Except W 5, 135 chains thereof of Section 5, all in T 44 R 33 Cass County, Mo.

and also from time to time additional such pipelines and appurtenances; together with the right of ingress and egress for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said GRANTEE, its successors and assigns, until said easement be exercised and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and gates. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from GRANTEE to make any agreement in respect to the subject matter hereof not herein expressed.

Executed this 6 day of June, 1930.

Minnie A. Job

STATE OF MISSOURI } ss.
CASS COUNTY

Before me, a Notary Public in and for said County and State, on this 7th day of June, 1930, personally appeared Minnie A. Job, a widow and . . . , to me personally known to be the identical and same person who executed the within and foregoing instrument and duly acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires March 7th, 1932.

Ed L. Gratcher,

(SEAL)

Notary Public

Filed for record on this 21 day of July 1930 at 9 o'clock and 54 minutes A.M.

BY Hollis V. Bowman DEPUTY A. B. Bowman RECORDER.

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386

CONTRACT

For and in consideration of the sum of One dollar per rod, namely two hundred three and 00/100 Dollars (\$ 203.00) to be paid by the grantee in full at the time of the execution hereof, receipt of which is hereby acknowledged. Wendell C. Craven and Hazel L. Craven, husband and wife, ARCHIE W. JOB and ALPHA M. JOB, husband and wife of the County of Cass State of Missouri do hereby grant, convey and warrant unto the grantee, CRSS its successors and assigns, all that part lying East of the Railroad of Lot 7 of the SW/4 All in Sec 5-44-33

As part of the consideration hereof, Grantee agrees, upon Grantor's written request, therefor, to make a tap upon its gas pipe line constructed hereunder at a point nearest the principal dwelling house on the said land, and sell, or cause to be sold, to Grantor at said connection natural gas for domestic purposes in the principal dwelling house now on said land under and subject to such seller's rules and regulations now and from time to time hereafter governing such sales at the price from time to time charged domestic consumers of natural gas from this or seller's pipe line and continue to so sell or cause to be sold, such gas as long as Grantor transports gas through said pipe line, all subject to governmental restrictions upon the sale, delivery and use of natural gas.

GRANTOR shall pay the same consideration or compensation for any and all damages to be sustained by the grantee in carrying out the purposes of this instrument, and shall also pay reasonable damages to opening crops, fences or improvements sustained by injury resulting in carrying out the purposes of this instrument. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person executing this grant in witness whereof herein Grantee do make no agreement in respect of the subject matter hereof and herein expressed.

The grantor certifies that the above described land is not taxed.
 Executed this 14th day of APRIL 1963
Wendell C. Craven
Hazel L. Craven
Archie W. Job
Alpha M. Job

Subscribed and sworn to before me, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and he is personally known to be the identical and same person or persons who executed the within and foregoing instrument and duly acknowledged to me that he executed the same for the purposes and consideration therein expressed, and the said _____ having been established by me privately and apart from her husband, and having the said consideration therein expressed, and that she did not wish to consent to.

My commission expires _____
 (SEAL) Notary Public

STATE OF _____ }
 COUNTY OF _____ }
 TEXAS FORM--INDIVIDUAL

Before me, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed in the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said _____ having been established by me privately and apart from her husband, and having the said consideration therein expressed, and that she did not wish to consent to.

GIVEN UNDER MY HAND and seal of office, this _____ day of _____, A. D. 19____.

My commission expires _____
 (SEAL) Notary Public

STATE OF MISSOURI }
 County of CASS }

On this 14th day of APRIL 1963 Wendell C. Craven and Hazel L. Craven, husband and wife, Archie W. Job and Alpha M. Job, husband and wife of the County and State aforesaid, personally appeared _____ and _____ known to me to be the persons whose names are subscribed in the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and that she did not wish to consent to.

My commission expires _____
 (SEAL) Notary Public

Filed for Record on this 23 day of APRIL 1963 at _____ A. D. 1963 _____

By [Signature] Deputy _____ [Signature] Recorder of Deeds.

588

RIGHT OF WAY.

KNOW ALL MEN BY THESE PRESENTS: That Rankin Coble, single, George W. Coble and Lillian, his wife, herein called GRANTOR, in consideration of the sum of fifty cents per rod Dollars, do hereby grant, convey and warrant unto Cities Service Gas Company, its successors and assigns, herein called GRANTEE, the right, privilege and easement to install, operate, maintain, inspect alter, replace and remove a pipeline for the transportation of gas, oil and other substances and such drips, gates, meters and other equipment and appurtenances as may be convenient for its operation, upon, over and through the following real estate in Cass County, State of Missouri, to-wit:

East 24 acres of W 1/4 Lot 7. of NE 1/4 and E 1/2 of Lot 7 of NE 1/4 Section 5, Township 34, Range 35 Southeast 1/4 of Southeast 1/4 of Section 33 Town. 45, Range 33 All in Cass County Missouri.

As part consideration, grantor agrees to make a tap in the line to be constructed hereunder and sell grantor gas at that point for use in the dwelling now occupied on said land, under the rules and regulations for the sale of gas from the main line of the grantee and under the domestic rate schedule maintained at the closest distribution centers for gas from this line from time to time, as long as natural gas is available and the line is used for the transportation of natural gas.

and also from time to time additional such pipelines and appurtenances; together with the right of ingress and egress for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said GRANTEE, its successors and assigns, until said easement be exercised and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and gates. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from GRANTEE to make any agreement in respect to the subject matter hereof not herein expressed.

Executed this 6 day of June, 1930.

His mark X Rankin Coble
George W. Coble
Lillian Coble

Ed. L. Crutcher Witness.

STATE OF MISSOURI) ss.
CASS COUNTY

Before me, a Notary Public in and for said County and State, on this 7th day of June, 1930, personally appeared Rankin Coble (by mark) and George W. Coble and Lillian Coble his wife, to me personally known to be the identical and same persons who executed the within and foregoing instrument and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. My commission expires March 7th, 1932.

(SEAL)

Ed. L. Crutcher Notary Public

Filed for record on this 25 day of August, 1930 at 8 o'clock and 16 minutes A.M.

BY Lillian V. Bowman DEPUTY A. B. Bowman RECORDER.

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JUL 1972

RECORD ENTRY

STATE OF MISSOURI }
County of Cass } ss.

BE IT REMEMBERED, That heretofore, at the May Term, 19 72 of the Circuit Court within and for the County of Cass and State of Missouri, on the 30th day of June 19 72, the same being the Twenty-third Judicial Day of said Term, the following, among other proceedings, were had and entered of record before the Hon. Wm M. Kimberlin, Judge of the Seventeenth Judicial Circuit of the State of Missouri, and Ex-Officio Judge of the Cass County Circuit Court:

- 12-64 ✓
- 11-182 ✓
- 12-114 ✓
- 12-184 ✓
- 12-163 ✓
- 12-141 ✓
- 12-157 ✓
- 12-56 ✓
- 40 ✓

- 11-155 ✓
- 12-44 ✓
- 11-179 ✓
- 12-148 ✓
- 12-149 ✓
- 11-27 ✓
- 10-111 ✓
- 11-7 ✓
- 12-39 ✓
- 12-45 ✓

*Excepts existing
Freeman & Cleveland*

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI, AT HARRISONVILLE

IN RE: PUBLIC WATER SUPPLY DISTRICT NO. 7)
OF CASS COUNTY, MISSOURI)

CASE NO. 33050

FILED

JUN 30 1972

BILLY F. McCLAIN
CIRCUIT CLERK, CASS CO.

ORDER DECLARING DECREE OF INCORPORATION OF
PUBLIC WATER SUPPLY DISTRICT NO. 7
OF CASS COUNTY, MISSOURI
TO BE FINAL AND CONCLUSIVE

NOW on this 30th day of June, 1972, the
Court finds that an election was duly held on the 24th day of
June, 1972, upon the proposition of incorporation of Public
Water Supply District No. 7 of Cass County, Missouri, and the
returns have been duly certified to the Court by Judges and
Clerks of said election.

Upon canvassing such returns, the Court finds that
212 voters voted for the proposition and no voters voted against
the proposition.

The Court further finds that the proposition submitted
in said election has been assented to by a majority of two-thirds
of the qualified voters of the district voting on the proposition
at such election; and that said election has been properly held
in accordance with law.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, that the
Decree of Incorporation of said district heretofore entered by
this Court on June 12, 1972, is final and conclusive.


Circuit Judge, Division I
Seventeenth Judicial Circuit

FILED
JUN 2 1972
AT HARRISONVILLE
WILLIAM T. McCLAIN
CIRCUIT CLERK, CASS CO.

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI,

AT HARRISONVILLE
WILLIAM T. McCLAIN
CIRCUIT CLERK, CASS CO.

IN RE: PUBLIC WATER SUPPLY DISTRICT NO. 7)
OF CASS COUNTY, MISSOURI.)

CASE NO. ~~34600~~ 33050

**DECREE OF INCORPORATION OF A
PUBLIC WATER SUPPLY DISTRICT**

On this 12th day of June, 1972, there comes on for hearing the Petition in this cause for the formation of a public water supply district. The petitioners appear by A. B. Cook, Harold Hatch and their attorney, Charles E. Hight.

The Court, being fully advised in the premises, finds:

That the Petition is in due and proper form, signed by at least fifty (50) owners of land within the boundaries of the proposed district and verified by at least one (1) of the signers of said Petition, has been filed in duplicate with the Clerk of this Court and was accompanied by a cash deposit of Fifty Dollars (\$50.00).

That due notice of said hearing has been signed by the Clerk of this Court and published in the Cass County Democrat-Missourian, a weekly newspaper of general circulation, for three (3) consecutive issues, the last such date of publication being 25th day of May, 1972, as provided by law.

That there have been no exceptions filed to the formation of said district.

That it is in the public interest to form such district with boundaries as prayed for in the Petition, and

THE COURT THEREFORE ORDERS, ADJUDGES AND DECREES that said Petition is hereby granted, and said public water supply district is hereby incorporated and shall be officially known as Public Water Supply District No. 7 of Cass County, Missouri.

200 feet South and 200 feet West of the SE corner of Section 16, T45N, R32W, thence South to a point 200 feet West of the SW corner of Section 22, T45N, R32W, thence East to the SE corner of the SW 1/4, Section 22, T45N, R32W, thence South to the SE corner of the SW 1/4 of Section 27, T45N, R32W, thence East to the SE corner, SW 1/4, SW 1/4, Section 26, T45N, R32W, thence South to the SE corner of the SW 1/4, SW 1/4, Section 35, T45N, R32W, thence West to the North and South centerline, Section 4, T44N, R32W, thence South to the center of Section 9, T44N, R32W, thence West to the center of Section 8, T44N, R32W, thence South to the centerline of the South Grand River, thence in a Southeastorly direction along the centerline of the South Grand River to the intersection with the East-West centerline of Section 2, T43N, R32W, thence East to the center of Section 2, T43N, R32W, thence South to the center of Section 11, T43N, R32W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, T45N, R33W, thence East to the center line of Section 27, T45N, R33W, thence North to the center of Section 15, T45N, R33W, thence East to the center of Section 18, T45N, R32W, thence North to the NW corner of the NE 1/4, Section 7, T45N, R32W, thence East to the point of beginning: except that area within the existing city limits of the cities of Freeman and Cleveland.

That said district be and the same is hereby divided into five (5) sub-districts of approximately the same area, numbered and bounded as follows:

Sub-district One (1):

Beginning at a point 200 feet West of the SW corner of Section 4, T45N, R32W, thence South to a point 200 feet South and 200 feet West of the SW corner of Section 16, T45N, R32W, thence East to a point 200 feet South and 200 feet West of the SE corner of Section 16, T45N, R32W, thence South to a point 200 feet West to the SW corner of Section 22, T45N, R32W, thence East to the SE corner of the SW 1/4, Section 22, T45N, R32W, thence South to the SE corner, SW 1/4 of Section 27, T45N, R32W, thence West to the NE corner of Section 33, T45N, R33W, thence South to the SE corner of Section 33, T45N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line of the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, T45N, R33W, thence East to the center of Section 27, T45N, R33W, thence North to the center of Section 15, T45N, R33W, thence East to the center of Section 18, T45N, R32W, thence North to the NW corner of the NE 1/4, Section 7, T45N, R32W, thence

Sub-district Two (2):

Beginning at a point, said point being the SE corner, SW 1/4, Section 27, T45N, R32W, thence East to the SE corner, SW 1/4, SW 1/4, Section 26, T45N, R32W, thence South to the SE corner, SW 1/4, SW 1/4, Section 35, T45N, R32W, thence West to the North and South centerline of Section 4, T44N, R32W, thence South to the center of Section 4, T44N, R32W, thence West to the West line of Section 3, T44N, R33W, thence South to the SE corner of Section 4, T44N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary lines of the states of Kansas and Missouri to the NW corner of Section 6, T44N, R33W, thence East to the SW corner of Section 34, T45N, R33W, thence North to the NW corner of Section 34, T45N, R33W, thence East to the point of beginning.

Sub-district Three (3):

Beginning at a point, said point being the center of Section 9, T44N, R32W, thence West to the center of Section 8, T44N, R32W, thence South to the centerline of the South Grand River, thence in a southeasterly direction along the centerline of the South Grand River to the intersection with the South line of Section 16, T44N, R32W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the NW corner of Section 7, T44N, R33W, thence East to the NW corner of Section 10, T44N, R33W, thence North to the East-West centerline of Section 3, T44N, R33W, thence East to the North-South centerline of Section 4, T44N, R32W, thence South to the point of beginning: except that area within the existing city limits of the city of Freeman.

Sub-district Four (4):

Beginning at a point, said point being the NW corner of Section 21, T44N, R32W, thence East to the centerline of the South Grand River, thence Southeasterly along the centerline of the South Grand River to the intersection with the South line of Section 27, T44N, R32W, thence West to the NW corner, NE 1/4, Section 34, T44N, R33W, thence South to the SW corner, SE 1/4, Section 34, T44N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the NW corner of Section 19, T44N, R33W, thence East to the point of beginning.

Sub-district Five (5):

Beginning at a point, said point being the NW corner of Section 34, T44N, R32W, thence East to the centerline of the South Grand River, thence Southeasterly along the centerline of the South Grand River to the intersection

That the first Board of Directors of said water district shall consist of five (5) resident freeholders, one (1) from each sub-district, to serve as members of the first Board of Directors as follows:

Sub-district One (1): L. B. Bartlett, to serve for a term of one (1) year.

Sub-district Two (2): Harold Hatch, to serve for a term of two (2) years.

Sub-district Three (3): Malcolm Simms, to serve for a term of two (2) years.

Sub-district Four (4): A. B. Cook, to serve for a term of three (3) years.

Sub-district Five (5): David Yahnig, to serve for a term of three (3) years.

That this Decree shall not become final and conclusive until it shall have been assented to by a majority of two-thirds of the qualified voters residing within the boundaries of Public Water Supply District No. 7 of Cass County, Missouri, voting at an election of such qualified voters, such election to be held on the 24th day of June, 1972, between the hours of 6:00 A.M. and 7:00 P.M.

The polling place shall be the Midway School House, located two and three-fourths (2 3/4) miles West of Freeman, Missouri, on No. 2 Highway.

The judges and clerks of the election shall be:

Judges: Cecil Starks
Bob Hockaday

Clerks: Virgil Beaty
Frederic Dillon

Alternates: Mrs. Frederic Dillon
Mrs. Glen Laffoon

The form of the ballot to be used at the election shall

PROPOSITION

Shall the Decree of the Circuit Court of Cass County, Missouri, rendered on the 12th day of June, 1972, incorporating Public Water Supply District No. 7 of Cass County, Missouri, become final and conclusive, and shall the Public Water Supply District No. 7 of Cass County, Missouri, be formed and incorporated in accordance with Chapter 247, Revised Statutes of Missouri?

YES

NO

Notice of said election shall be given by the Clerk of this Court and published as required by law. The results of the election shall be certified to this Court by the judges and clerks of election above named.

W.M. Kimberlin

WILLIAM M. KIMBERLIN,
Circuit Judge, Division #1
Seventeenth Judicial Circuit

Jun. 45 Pg 33

Sec. E² 22, 23, 24, 25, 26, E² + SW 27, S² 28, S² 29

Dist # 1

12-64 ✓ 12-114 ✓
11-182 ✓ 12-184 ✓
12-163 ✓

Jun. 45 Pg 33

Sec. 34, 35, 36 Dist # 2

12-64 ✓
12-163 ✓

Jun. 45 Pg 33

Sec E² 7, 8, 17, E² 4 SW 18, 19, 20, 21, E² 27, 28, 29, 30

Dist # 1

12-141 ✓ 12-56 ✓
12-157 ✓
11-58 ✓ 12-160 ✓

Jun. 45 Pg 33

Sec 31, 32, 33, 34, W² 35 Dist # 2

12-141 ✓
11-166 ✓ 12-56 ✓

Jun. 44 Pg 33

Sec N² 4, N² 5, N² 6 Dist # 2

12-146 ✓ 11-54 ✓

Jun. 44 Pg 33

CERTIFICATE OF CLERK

STATE OF MISSOURI, }
County of Cass. } ss.

I, BILLY F. McCLAIN, Clerk of the Circuit Court within and for the County of Cass and State of Missouri, do hereby certify the above and foregoing to be a true and perfect copy of the judgment and order of Court, as fully as the same appear of record and on file now in my office.

Done at my office in the City of Harrisonville, Cass County, Missouri, this 5th day of JULY, 19 72.

WITNESS MY HAND AND THE SEAL OF SAID COURT.

BILLY F. McCLAIN
Clerk of the Circuit Court Within and for Cass County, Missouri

By *Sydney Hartman*
Deputy Clerk

Sworn 44 Pg 32

Dec 31, 32, 33, 34, SW 35 Dist # 5 12-148 ✓ 11-179 ✓ 12-44 ✓

Sworn 43 Pg 33 12-149 ✓ 11-27 ✓ 10-111 ✓

Dec 1, 2, 3, 4, 5, 6, N27, N28, N29, N210, N211, N212 Dist # 5

Sworn 43 Pg 32

Dec W2 2, 3, 4, 5, 6, N27, N28, N29, N210, NW11 Dist # 5

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

In the Matter of:)
)
PUBLIC WATER SUPPLY DISTRICT)
NO. 7 OF CASS COUNTY, MISSOURI)

99 JUN 28 PM 12:19
Case No. 33050 FILED
CIRCUIT CLERK
CASS COUNTY, MO.

AMENDMENT OF DECREE OF INCORPORATION TO PERMIT
THE CONSTRUCTION, MAINTENANCE AND OPERATION OF COMMON
SEWER TREATMENT FACILITIES

Now on this 28th day of June, 1999, the Petition to Amend the Decree of Incorporation of the above Water District to authorize the construction, maintenance and operation of Common Sewer Treatment Facilities comes on for hearing. The Board of Directors of Public Water Supply District No. 7 of Cass County, Missouri, appears by its Superintendent and authorized representative, Leonard Whiting, by Todd Welsh, President of the Board of Directors of said Water District, and by its attorney, Charles E. Hight.

The Court after hearing evidence in support of the petition and being advised in the premises, finds as follows:

1. That Public Water Supply District No. 7 of Cass County, Missouri, was formed pursuant to a Decree of Incorporation entered on June 12, 1972, and following an election which was held on June 24, 1972, this Court entered an Order Declaring Decree of Incorporation of Public Water Supply District No. 7 of Cass County, Missouri, To Be Final and Conclusive, which Final Order was dated June 30, 1972.
2. The boundary lines of said Water District as initially established and which remain unaltered as of this date are as follows:

Mike Medsker, Recorder of Deeds ¹⁷⁹⁴

Cass County, MO - Web Copy

Beginning at a point 200 feet West of the Southwest corner of Section 4, Township 45 North, Range 32 West, thence South to a point 200 feet South and 200 feet West of the Southwest corner of Section 16, Township 45 North, Range 32 West, thence East to a point 200 feet South and 200 feet West of the Southeast corner of Section 16, Township 45 North, Range 32 West, thence South to a point 200 feet West of the Southwest corner of Section 22, Township 45 North, Range 32 West, thence East to the Southeast corner of the Southwest Quarter of Section 22, Township 45 North, Range 32 West, thence South to the Southeast corner of the Southwest Quarter of Section 27, Township 45 North, Range 32 West, thence East to the Southeast corner of the Southwest Quarter of Section 26, Township 45 North, Range 32 West, thence South to the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 45 North, Range 32 West, thence West to the North and South centerline of Section 4, Township 44 North, Range 32 West, thence South to the center of Section 9, Township 44 North, Range 32 West, thence West to the center of Section 8, Township 44 North, Range 32 West, thence South to the centerline of the South Grand River, thence in a Southeasterly direction along the centerline of the South Grand River to the intersection with the East-West centerline of Section 2, Township 43 North, Range 32 West, thence East to the center of Section 2, Township 43 North, Range 32 West, thence South to the center of Section 11, Township 43 North, Range 32 West, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, Township 45 North, Range 33 West, thence East to the centerline of Section 27, Township 45 North, Range 33 West, thence North to the center of Section 15, Township 45 North, Range 33 West, thence East to the center of Section 18, Township 45 North, Range 32 West, thence North to the Northwest corner of the Northeast Quarter of Section 7, Township 45 North, Range 32 West, thence East to the point of beginning; except that area within the existing city limits of the cities of Freeman and Cleveland.

3. This Public Water Supply District is located in the West Central portion of Cass County, Missouri, and serves ten (10) or more separate properties all of which are located wholly within said District. This District currently has a customer base of approximately 1300 water users.

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

4. That no portion of the above described geographic area is presently being served with common sewer treatment facilities and no common sewer treatment facilities are being operated by any other political subdivision. None of the area within the above described boundary of said Water District is within the certified area of a sewer corporation as defined in Chapter 386 RSMo. and no portion of the above described area is within a common sewer district as defined in Chapter 644 RSMo.

5. That said Water District desires to engage in the construction, maintenance and operation of common sewer treatment facilities which shall be located exclusively within the district boundary of said Water District and that incidental thereto said Water District may enter into an agreement with a qualified provider for the construction, maintenance and operation of said facilities.

6. That the area within the boundary of this Water District is experiencing rapid development and growth and that the only source of solid waste and sewage treatment facilities are individually owned septic tanks with lateral fields, sewage treatment lagoons or other individual lot treatment facilities. That due to the soil types and rock formations encountered in this area, many of these individual treatment systems are inadequate and are malfunctioning with resulting discharge of inadequately treated waste to the surface of the ground, discharge onto the property of adjacent land owners and into the ditches of public road right of ways. The creation of common sewer treatment facilities will promote public health, welfare and sanitation within the boundary of said Water District.

7. That common sewer treatment facilities will be of particular importance within new residential subdivisions, especially those utilizing smaller lot sizes where individual treatment facilities are not practical.

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

8. That the boundary lines of the area to be served by sewer treatment facilities are identical to the boundary lines of the Water District as now established or as may be hereafter from time to time amended.

9. That notice of this hearing has been published in the Cass County Democrat-Missourian, a weekly newspaper of general circulation in Cass County, Missouri for three successive issues, the last such date of publication being May 7, 1999, and that the published hearing date of May 28, 1999 at 1:00 P.M. was continued by the Court to June 28, 1999 at 1:30 P.M. as authorized by Chapter 247 RSMo.

10. That no exceptions have been filed to the Petition seeking the Amendment of the Decree of Incorporation to authorize the construction, maintenance and operation of common sewer treatment facilities.

11. That it is in the public interest to Amend said Decree of Incorporation and to permit said Water District to authorize the construction, maintenance and operation of common sewer treatment facilities or to enter into an agreement with a qualified provider for the construction, maintenance and operation of said facilities.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Petition is hereby granted, and that the Decree of Incorporation entered on June 12, 1972 and the Order Declaring Decree of Incorporation of Public Water Supply District No. 7 of Cass County, Missouri, To Be Final and Conclusive dated June 30, 1972 are hereby Amended as requested in said Petition and said Water District is hereby authorized to engage in the construction, maintenance and operation of common sewer treatment facilities or to enter into an agreement with a qualified provider for the construction, maintenance and operation of said sewer treatment facilities.

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

Costs are hereby assessed against Petitioner.

Joseph Dandurand
Circuit Judge, Division II
Seventeenth Judicial Circuit

I, hereby certify the above and foregoing to be a true and correct copy of the original of which is filed and entered of record in this court.

ADA LEBRINS, Circuit Clerk
Cass County, Missouri

BY *[Signature]*
Deputy Clerk

Dated 6-27-99



RECORDING FEE \$ 17.00
STATE USER FEE 13.00
TOTAL \$ 30.00

DEPUTY

99 JUL -7 A 8:48.5
001794 PAGE 000179
BOUNDRY
SANDRA GREGORY, RECORDER

STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED NOT GENUINE PER...

161019

Mike Medsker, Recorder of Deeds

This Indenture, Made on the 12th day of March 1921 by and between Lloyd Luckenman and Josephine M. Luckenman

of the County of Jackson in the State of Missouri

WITNESSETH, that the said party of the first part, in consideration of the sum of \$100,000.00 to be paid by the said party of the second part...

The South Sixty (60) acres, of the West Half (W1/2) of the South West Quarter (S.W. 1/4) of Sec 10 on Three (Sec. 3) and all that part of the West Ten (10) acres, of the East Half (E1/2) of the Southwest Quarter (SW1/4) of Section Three (Sec. 3) which lies south of Grand River...

and covenants, however the said party of the second part, and unto their heirs and assigns, forever, the said party of the first part, lawfully seized of an indefeasible estate in fee in the premises herein conveyed...

IN WITNESS WHEREOF, The said party of the first part has hereunto set their hand and seal, the day and year first above written.
Lloyd Luckenman
Josephine M. Luckenman

STATE OF MISSOURI, County of Jackson, on this 12th day of March A.D. 1921 before me personally appeared Lloyd Luckenman and Josephine M. Luckenman, his wife, in the presence of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Kansas City, Missouri, the day and year first above written.
Notary Public in and for said County of Jackson, Mo.
Chas. Moulton

The foregoing deed was filed for record in this office on the 12th day of March A.D. 1921 at 2 o'clock P.M.
By: [Signature]
REMARKS:

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This Indenture, Made on this 15th day of March, 1921, by and between Lloyd Luskman and Josephine M. Luskman

of the County of Cass, Missouri

of the County of Jackson, in the State of Missouri

WITNESSETH, That the said parties of the first part, in consideration of the sum of ... Dollars, to them hereunto paid by the said party of the second part...

The South Sixty (60) acres of the West Half (W/2) of the South West Quarter (S.W. 1/4) of the South East Quarter (S.E. 1/4) of the East Half (E/2) of Section Three (Sec. 3) and all that part of the West Ten (10) acres of the East Half (E/2) of the Southwest Quarter (S.W. 1/4) of Section Three (Sec. 3) which lies south of Grand River...

Specializing into the said part of the second part, and unto ... heirs and assigns, forever; the said ... hereby acknowledging that they are lawfully seized of an undivided estate in fee in the premises herein conveyed...

IN WITNESS WHEREOF, The said party of the first part in presence of Rev. G. G. ... Lloyd Luskman, Josephine M. Luskman

STATE OF MISSOURI, County of Jackson, on this 15th day of March A.D. 1921 before me personally appeared Lloyd Luskman and Josephine M. Luskman...

From time thereof, and maturing on March 1st, 1923, which amount grantee assumes and agrees to pay, to wit, to pay all interest on the above described encumberance...

CONVEYANCE OF RIGHT OF WAY

THIS INSTRUMENT Made on the 28th day of APRIL A. D. One Thousand Nine Hundred and Twenty One by and between Claude Richardson & wife, Thelma Richardson, and Gladys Richardson, of the County of Cass, State of Missouri, parties of the First Part, and the County of Cass, State of Missouri, parties of the Second Part.

WITNESSETH, that the said parties of the First Part, in consideration of the sum of One Dollar (\$1.00) to them in hand paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, have granted, SELLING, RELEASED and FORBEARANCE TO HOLD unto the said parties of the Second Part, all that certain lot or lots of land, situate, lying and being in the County of Cass, State of Missouri, to-wit:

A strip of land thirty (30) feet in width and approximately Thirteen Hundred and Twenty (1320) feet in length, said strip of land, (201 ft. of which already lies in present Public roads, is to come off of the East side of the West half of Section No. 1, T. 42 N., R. 11 E., The East Boundary of said strip of land is to be the approximate center of present public roads, also a sufficient amount of ground located at the N. E. corner of the above described piece of land to conform to a radius of (75) ft. for the purpose of rounding corners at this point, and all of the above described strip of land to be used for road purposes, if necessary.

TO HAVE AND TO HOLD the same with all rights, tenements, privileges and appurtenances thereto in full and complete right unto the said parties of the Second Part, for the purpose of establishing and maintaining a Public Road on the said land herein conveyed.

IN WITNESS WHEREOF, The said parties of the First part hereunto set their hand and name, first above written.

Witnessed by
Claude Richardson
Gladys Richardson
Commissary
Cass County, Missouri.

STATE OF MISSOURI, County of Cass, On this 28th day of APRIL 1921, before me personally appeared Claude Richardson and Gladys Richardson

My wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cass County, Missouri, this day and year first above written.
My term expires September 21, 1922.
(Seal) Edna Marie Pennington
Notary Public.

STATE OF MISSOURI, County of Cass, On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ and the said _____ further declared _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ this day and year first above written.
My term expires _____

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CONVEYANCE OF RIGHT OF WAY

THIS INDENTURE, Made on the 21st day of April, A.D. One Thousand Nine Hundred and Forty One, between The Northwestern Mutual Life Insurance Company, a Wisconsin Corporation, of WISCONSIN, and Missouri, party of the First Part, and the County of Cass, in the State of Missouri, party of the Second Part.

WITNESSETH, That the said party of the First Part, in consideration of the sum of One Dollar to the receipt of which is hereby acknowledged, and of the sum paid by the said party of the Second Part, into the said party of the First Part, the following described land, right, thing and interest in land, County of Cass and State of Missouri, to-wit:

A strip of land Twenty-Five (25) ft in width and Approximately Thirty-Nine Hundred and Eighty-Four (3984) ft in length. Said (25) ft strip of land (20) ft of which already lies in Present Public Road, is to come off of the East and South sides of the following described tract of land, The East 1/4 of Lot 7 in N. E. 1/4 Section 36, T44 N. R13 E. and the S. E. 1/4 of S. E. 1/4 Section 33, T45 N. R13 E. The East and South Boundaries of said (25) ft strip of land to be the Approximate Center of Present Public Road, also a sufficient amount of ground located at the S. E. Corner of the S. E. 1/4 of S. E. 1/4 Section 31 - T45 - R13 to conform to a Section of (75) ft for the purpose of rounding Corner at this point, and all of the above described strip of land and Corner to be used for road purposes if necessary. Also another strip of land Twenty-Five (25) ft in width and Approximately Twenty-Six Hundred and Forty (2640) ft in length. Said (25) ft strip of land (20) ft of which already lies in present public road, is to come off of the West side of the West 1/4 of Lot 5 & 6 of N. W. 1/4 Section 4 - T44 - R13. The West Boundary of said (25) ft strip of land to be the Approximate Center of present public road, and all of the above described strip of land to be used for road purposes if necessary. This easement is granted subject to the rights of the tenant or tenants in possession.

My COMMISSION EXPIRES: APRIL 15, 1945 (Last) F. J. Cianville, Notary Public, MILWAUKEE COUNTY, WISCONSIN

TO HAVE AND TO HOLD the same with all rights, franchises and appurtenances thereto belonging, unto said party of the Second Part, for the purpose of establishing and maintaining a Public Road on the said land herein conveyed FOREVER.

IN WITNESS WHEREOF, The said party of the First part hereunto set its SEAL the day and year first above written.

Witnessed By (Corporate Seal) The Northwestern Mutual Life Insurance Company
By H. D. Thomas, Vice President
attest: R. L. ARMSTRONG, Asst. Secretary
Commissary
Cass County, Missouri.

STATE OF MISSOURI,) ss.
County of Cass,)
before me personally appeared _____

and his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year first above written.
My term expires _____ 19____

STATE OF MISSOURI,) ss.
County of Cass,)
before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as _____ free act and deed. And the said _____ further declared _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year first above written.
My term expires _____ 19____

STATE OF WISCONSIN) ss.
COUNTY OF MILWAUKEE)
On this 21st day of July, 1941, before me personally appeared H. D. Thomas and R. L. Armstrong, to me personally known, who, being by me duly sworn, did say, and each for himself did say, that the said H. D. Thomas, is Vice President and the said R. L. Armstrong is Assistant Secretary of the corporation named in the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Trustees, and the said H. D. Thomas and R. L. Armstrong acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Milwaukee, Wisconsin, on the day and year last above written.

H. D. Thomas
R. L. Armstrong

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AFFIDAVIT

STATE OF MISSOURI
COUNTY OF CASS

James Rains being duly sworn on his oath deposes and says

I am 72 years of age and was well acquainted with
W. T. Hamontree, Grantee in Warranty Deed recorded in Book 187 at page 521 of the deed re-
cords of Cass County, Missouri, having lived in the same community with him; the said W. T.
Hamontree, departed this life April 14th, 1938, leaving as his widow, Maude Hamontree, and
the following children: Granville F. Hamontree, Clifford E. Hamontree, Kathleen Hamontree
Harding, James W. Hamontree, and Malva Marie Hamontree nee Furry, the above being the sole and
only heirs of the said W. T. Hamontree, deceased and that no other children were born of said
marriage.

James Rains

Subscribed and sworn to before me this 24th day of January 1942

My commission expires Sep 26, '45 (Seal) Allin C. Morton, Notary Public

Filed for record on this 26 day of January A. D., 1942 at 8 o'clock A. M.

By Fannie Palmer Deputy P. C. Humbler Recorder

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AFFIDAVIT

STATE OF MISSOURI
COUNTY OF CASS

John L. Littell being duly sworn on his oath deposes and says

I am 59 years of age and was well acquainted with W. T.
Hamontree, Grantee in Warranty Deed Recorded at Book 187 at page 521 of the deed records of
Cass County, Missouri, having lived in the same community with him; the said W. T. Hamontree,
departed this life April 14th, 1938, leaving as his sole and only heirs at law, his widow
Maude Hamontree, and the following children, Granville F. Hamontree, Clifford E. Hamontree,
Kathleen Hamontree Harding, James W. Hamontree, and Malva Marie Hamontree nee Furry, the
above being the sole and only heirs at law of the said W. T. Hamontree, deceased and that no
other children were born of said marriage.

John L. Littell

Subscribed and sworn to before me this 24 day of January 1942

My commission will expire Sep 26-45 (Seal) Allin C. Morton, Notary Public

Filed for record on this 26 of January A. D., 1942 at 8 o'clock A. M.

By Fannie Palmer Deputy P. C. Humbler Recorder

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BASIS

FOR AND IN CONSIDERATION OF THE SUM OF \$5,000, the receipt of which is hereby acknowledged,

J. J. Morgan and Anne B. Morgan, his wife, W. E. Morgan and Ella M. Morgan hereafter called
grantors, hereby grant unto Stanolind Pipe Line Company, a Maine Corporation, its successors
and assigns, hereinafter called grantees, the right to lay, maintain, inspect, operate, replace,
change or remove a pipe line for the transportation of oil or gas on, over and through the
following described land of which grantors warrant they are the owners in fee simple, situated
in Cass County, State of Missouri, to-wit: Southeast Quarter of Northeast Quarter (SE 1/4 NE 1/4)
Section 33, Township 45, Range 33 together with the right of ingress and egress to and from
said land for any and all purposes necessary and incident to the exercise by said grantees of the
rights granted by this contract.

Grantors reserve the right to use said land for any and all purposes except the purposes
hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's oper-
ations hereunder, to said land, and to the improvements, crops, pasturage, fences and livestock
of grantors on said land, on the basis of the status, condition, and use of said land and the
improvements thereon, at the date of this contract. In the event the parties hereto cannot
agree upon the amount of said damages, then the amount thereof shall be ascertained and deter-
mined by three disinterested persons selected as follows, One by said grantors, one by said
grantee and the third by two so selected, and the writ shall be of said damages.

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selected shall be final and conclusive on the parties hereto. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

It is agreed that any payment hereunder may be made direct to said grantors or any one of them, or by depositing such payment to the credit of said grantors or any one of them in the Citizens National Bank of Harrisonville, Mo., and payment so made shall be deemed and considered as payment to each of said grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. Pipe line to cross the northeast corner of described land.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 18th day of December, 1941.

Signed, sealed and delivered in the presence of:
C. E. Achterberg

J. J. Morgan _____
Anna B. Morgan (Seal)
W. E. Morgan (Seal)
Ellis M. Morgan (Seal)

STATE OF MISSOURI
CASS COUNTY

Before me, a Notary Public in and for said County and State, on this 20th day of January, 1942 personally appeared J. J. Morgan and Anna B. Morgan, his wife and W. E. Morgan and Ellis M. Morgan, single to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: May 22, 1942 (Seal) C. E. Groh, Notary Public.

Filed for record on this 26 day of January A. D., 1942 at 9 o'clock 20 minutes A. M.

By Hellie Palmer Deputy

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BASE/ENT

R. C. Kimballin Recorder

FOR AND IN CONSIDERATION OF THE SUM OF \$5.00, the receipt of which is hereby acknowledged, Loren T. Brown and Mary K. Brown, his wife, hereafter called grantors, hereby grant unto Stanolins Pipe Line Company, a Maine Corporation, its successors and assigns, hereinafter called grantees, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil or gas on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Cass County, State of Missouri, to-wit: NE 1/4 of NE 1/4 of NW 1/4 of Section 14, Township 15, Range 13 together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantees of the rights granted by this contract.

Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's operation hereunder, to said land, and to the improvements, crops, pasturage, fences and livestock of grantors on said land, on the basis of the status, condition and use of said land and the improvements thereon, at the date of this contract. In the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantors; one by said grantee and the third by two so selected, and the written award of said three persons so selected shall be final and conclusive on the parties hereto. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

It is agreed that any payment hereunder may be made direct to said grantors or any one of them, or by depositing such payment to the credit of said grantors or any one of them in the Bank of Drexel or Drexel, Mo and payment so made shall be deemed and considered as payment to each of said grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the gr. are above named have hereunto set their hands and seals this 18 day of December, 1941.

Signed, sealed and delivered in the presence of:
C. E. Achterberg

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EASEMENT CONVEYANCE

Robert T. Kirchor

This contract, made on this 12th day of October 1945, by and between Cass and Missouri...

The parties of the first part in consideration of the sum of... Dollars and other good and valuable considerations to them...

To have and to hold with all appurtenances and necessary incidents to the party of the second part...

In testimony whereof... have hereunto set our hands and seal the day and year above written.

State of Missouri, County of Cass... Notary Public within and for the county aforesaid...

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 30903. Cass County adjoins Jackson County, Mo. Filed for record this 29th day of April A. D. 1946 at 10 o'clock 53 Minutes A. M.

EASEMENT CONVEYANCE

Jewell A. Laffoon

This contract, made on this 11th day of January 1946, by and between Cass and Missouri...

The parties of the first part in consideration of the sum of... Dollars and other good and valuable considerations to them...

To have and to hold with all appurtenances and necessary incidents to the party of the second part...

In testimony whereof... have hereunto set our hands and seal the day and year above written.

State of Missouri, County of Cass... Notary Public within and for the county aforesaid...

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 32579. Cass County adjoins Jackson County, Mo. Filed for record this 29th day of April A. D. 1946 at 10 o'clock 56 Minutes A. M.

3152

Conveyance
For State Highway Purposes

THIS INSTRUMENT, Made this 11th day of APRIL, A. D. 1947, by and between REFA L. YOUNG SR. and Opal L. Young, his wife.

of the County of DALLAS, and State of MISSOURI, part 1st of the first part, and the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part.

WITNESSETH, That the said party 1st, in consideration of the sum of One and No/100 DOLLARS,

to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do hereby these presents grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described tracts or parcels of land, lying, being and situate in the County of DALLAS, State of Missouri, to-wit:

Two strips of land hereinafter designated A and B located in the north 10 acres and south 16 acres of the NW 1/4 of the SW 1/4 of Section 33, T45N, R37W, Said strips contain a total of 0.069 of an acre in an old road and 1.840 acres of new land.

Strip A, is 80 feet in width and 410.95 feet in length, the centerline of which is the centerline of Supplementary State Highway Route D, and included between Stations 615+32 and 621+11, of a survey of said centerline, (Note equation: Station 617+16.85 back = Station 620+78.9 ahead.)

Strip B, is a strip of land 80 feet in width and 621 feet in length, the centerline of which is the centerline of the above mentioned highway and included between Stations 628+72 and 634+93 of said survey.

Station 615+32 is located at a point on a 3° curve to the right 200 feet west of the northeast corner of the NW 1/4 of SW 1/4 of said Section 33, said curve has an interior angle of 39°-27' and is tangent at said station to a line having a bearing of south 32°-42' west; thence southwesterly along said curve 54.6 feet to the P.T. of curve; thence south 35°-26' west 362.35 feet to the end of Strip A, thence continuing south 35°-26' west 146 feet to the P.C. of a 0°-47' curve to the left, said curve having interior angle of 34°-37'; thence southerly along said curve 415 feet to the beginning of Strip B, at Station 628+72, and from said station the centerline continues southwesterly along said curve 621 feet to Station 634+93.

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TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, exemptions and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said party of the first part hereunto set hand and seal, and abideth, the day and year first above written.

Witnessed by Earl L. Young

Opal L. Young

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI }
County of OSAGE } ss.

On this 11th day of April, 1947, before me personally appeared Earl L. Young and Opal L. Young, his wife

to me known to be the person or persons described in and who executed the foregoing instrument, who being duly sworn by me acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cleveland, Mo., Osage County, the day and year first above written.

(SEAL)
My term expires March 24, 1951. G. D. Ellis
Notary Public

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____, 19____, before me appeared _____ to me personally known, who being by me duly sworn did say that he is the _____ of _____ and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and that said _____ acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ County, the day and year first above written.

My term expires _____, 19____.

The foregoing Conveyance was filed for record on the 11th day of April, A. D. 1947 at 11 o'clock 40 minutes A. M.
By Paulina Hecker Deputy G. P. [Signature] Recorder.

Conveyance
For State Highway Purposes

THIS INSTRUMENT, made this 16th day of APRIL, A. D. 1942, by and between LULA B. POWELL, WILKIE S. WISOW, and W. PATTERSON

of the County of DEER, and State of MISSOURI, part 102 of the first part, and the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part.

WITNESSETH: That the said part 102 of the first part, in consideration of the sum of One and No/100 DOLLARS, paid by the said party of the second part, the receipt of which is hereby acknowledged, do hereby grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described tract or parcels of land, lying, being and situate in the County of DEER, State of Missouri, to-wit:

A strip of land 80 feet in width and 361 feet in length, located in the South 28 rods of the north 48 rods of the NW 1/4 of the SW 1/4 of Section 33, T45N, R37W, and containing 1.032 acres. The centerline of said strip is the centerline of Supplementary State Highway Route D, and included between Stations 623+11 and 628+72 of a survey of said centerline.

Station 623+11 on said centerline is located at a point 330 feet south and 455 feet west of the northeast corner of the NW 1/4 of the SW 1/4 of said Section 33, and from said station the centerline extends thence south 35°-25' west 146 feet to the P.C. of a 0°-47' curve to the left, said curve having an interior angle of 31°-37', thence southerly along said curve 115 feet to Station 628+72.

The undersigned Wilkie Patterson joins in the execution of this instrument for the purpose of releasing his interest in the above described real estate as holder of a note described in deed of trust recorded in Book 341 Page 305.

Lula B. Powell
Cass Co. Route 89

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TO HAVE AND TO HOLD the premises above said, with all the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto his heirs and assigns, FOREVER.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Witnessed by Lula B. Powell
Wm. Patterson

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF Missouri
County of Osage
On this 16th day of April, 1927, before me personally appeared
Lula B. Powell, single a widow and Wm. Patterson

to me known to be the persons described in and who executed the foregoing instrument, who being duly sworn by me acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Gingelond Osage County, the day and year first above written.

(SEAL)

My term expires MAY 24, 1928. O. G. Ellis
Notary Public

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____
County of _____
On this _____ day of _____, 19____, before me appeared _____

to me personally known, who being by me duly sworn did say that he is the _____ of _____ and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and that said _____ acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ County, the day and year first above written.

My term expires _____, 19____.

The foregoing Conveyance was filed for record on the 5th day of May, 1927, at 11 o'clock 29 minutes A.M.
By Pauline Reel Deputy B. P. Lange

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RECEIVED OSAGE VALLEY ELEC. CO-OP
Aug 1964, 70

Force a/c extension to W.D. Hubach - HUBACH ESTATES
Location #11-23-6
Classif. P.A. Ext. Sched. #2318

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (We) Wesley Donald Hubach and Charlene H. Hubach his wife, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Osage Valley Electric Cooperative Association, a corporation, whose post office address is Butler, Missouri, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of CASS, State of Missouri, and more particularly described as follows:

South 1/2 of Section 23, Township 46 Range 32, Raymore township,

County of Cass All 7200 volt Primary Lines to be overhead. All 120-240 volt secondary lines to be furnished in place, underground, by the user. W.D.H.C.H.H. and to construct, operate, replace, repair, patrol and maintain thereon an electric transmission and distribution line or system in suitable structural form for transmission and distribution of electric current for any purpose whatsoever; including the right to cut and trim trees to the extent necessary to keep them clear of the electric line by at least ten feet.

The undersigned agree that all poles, wires, and other facilities, including any main service entrance equipment, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned set hand and seal this 18th day of August, 1964 signed, sealed, and delivered in the presence of: --

Wesley Donald Hubach (L.S.)
Charlene H. Hubach (L.S.)

STATE OF MISSOURI)
County of Cass)

On this 18th day of August 1964, before me personally appeared Wesley Donald Hubach and Charlene H. Hubach his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, County seal, the day and year first above written.

(Seal) My term expires 1/1/1967

Chester F. Long
County Clerk

Filed for record this 12th day of March A.D. 1968 at 8 o'clock -- minutes A.M.
By W. Allen Deputy

Wm. J. Hill Recorder

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COMPARED

GRANT OF UTILITY EASEMENT

THIS INDENTURE, made the 30th day of August, 1967, between EARL L. YOUNG and OPAL L. YOUNG, husband and wife, Grantors, and the CITY OF CLEVELAND, MISSOURI, Grantee,

WITNESSETH: That in consideration of the sum of ONE DOLLAR and other good and valuable consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors hereby grant the Grantee, its successors and assigns:

A Utility Easement of the East 16 Feet of that land which runs parallel to the easterly line of Missouri State Highway "D", also known as Holmes Road and also

15-3

known as Supplemental State Highway "D" of the following described land located in the County of Cass, State of Missouri, to-wit:

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, described as follows: Beginning at a point 20 rods South of the Northeast corner of said Quarter Quarter Section; thence West 400 feet to the Easterly line of Supplemental State Highway Route "D"; thence Southwesterly along said line 565 feet, more or less, to a point which is 40 rods South of the North line of said Quarter Quarter Section; thence East 740 feet to the East line of said Quarter Quarter Section; thence North to the point of beginning, said tract containing 5.90 acres, more or less, being all that part of the South 20 rods of the North half of and the North 8 rods of the South half of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, lying on of Supplementary Highway Route "D".

That the Grantee, its successors and assigns, forever, may construct and maintain and repair utility lines, including, but not limiting, to, water, -and-under and through said land as may be reasonable and proper in that behalf.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of August, 1967.

Earl L. Young
Opal L. Young

MISSOURI ACKNOWLEDGMENT MAN AND WIFE

STATE OF MISSOURI)
COUNTY OF CASS) ss

On this 30 day of August, 1967, before me, the undersigned, a Notary Public, personally appeared Earl L. Young and Opal L. Young, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cass County, Missouri the day and year last above written.

Opal C. Speir
Notary Public

(Seal) My Term expires Sept. 14, 1971.

Filed for record this 12th day of March, A.D. 1968 at 11 o'clock 10 minutes A.M.

By C. A. Little Deputy Recorder Maum Dell

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GRANT OF UTILITY EASEMENT

COMPARED

THIS INDENTURE, made the 14 day of MARCH, 1967, between G. P. STARR and BETTY J. STARR, husband and wife, and W. WAYNE SILVIUS and LOUISE S. SILVIUS, husband and wife, Grantors, and the CITY OF CLEVELAND, MISSOURI, Grantee:

WITNESSETH: That in consideration of the sum of ONE DOLLAR and other good and valuable consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors hereby grant the Grantee, its successors and assigns:

A Utility Easement of the East 10 feet of that land which runs parallel to the easterly line of Missouri State Highway "D", also known as Holmes Road and also known as Supplemental State Highway "D" of the following described land located in the County of Cass, State of Missouri, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section 33, in Township 45, Range 33, described as follows: Beginning at the Northwest

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Aldermen held August 13, 1968, by the following vote, to-wit:

AYES:	4	ALDERMEN	Corder, Lane, Kincaid & Willey
NOES:	0	ALDERMEN	None
ABSENT:	0	ALDERMEN	None

Kiss M. Gatchel,
City Clerk of the City of Belton

Filed for record this 11th day of September, A.D., 1968, at 8 o'clock A.M.

By Patricia Hutto Deputy James E. Thompson Jr. Recorder

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AFFIDAVIT

COMPARED

STATE OF MISSOURI)

COUNTY OF CASS) SS

Comes now G. M. ALLEN being duly sworn and of lawful age states as follows:

That I was personally acquainted with Levi Smith, and I know that he was married to Alta E. Smith prior to March 9, 1912, and that they remained married until the death of Alta E. Smith which was prior to May 26, 1928, never having been divorced.

Further affiant saith not.

G. M. Allen

Subscribed and sworn to before me, a Notary Public within and for the County and State first above mentioned, this 11th day of September, 1968.

(Seal) My term expires: July 10, 1972

James E. Thompson Jr.
Notary Public

Filed for record this 11th day of September, A.D. 1968 at 2 o'clock -- min P.M.

By N. J. Allen Deputy James E. Thompson Jr. Recorder

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COMPARED

GRANT OF UTILITY EASEMENT

THIS INDENTURE, made the 11th day of September, 1968, between THEODORE H. LUECK and LULA L. LUECK, husband and wife, and EARL L. YOUNG AND OPAL L. YOUNG, husband and wife, Grantors and the CITY OF CLEVELAND, MISSOURI, Grantee.

WITNESSETH: That in consideration of the sum of ONE DOLLAR and other good and valuable consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors hereby grant the Grantee, its' successors and assigns:

A Utility Easement of the East 10 feet of that Land which runs parallel to the easterly line of Missouri State Highway "D", also known as Holmes Road and also known as Supplemental State Highway "D" of the following described land located in the County of Cass, State of Missouri, to-wit:

Beginning at the Southeast corner of the Northwest one-quarter of the Southwest one-quarter, Section 33-Township 45, Range 33, in Cass County, Mo.; thence South 89 degrees 13' 20" West, 1084.3 feet to the Southeasterly right of way line of State Route "D", thence Northeastly along a curve, with a radius of 7,274.41 feet, a distance of 999.97 feet to a point; thence North 32 degrees, 57' East; continuing along said right of way line, 174.25 feet to a point, thence North 88 degrees 53' East, 407.27 feet to a point in the East line of said Northwest quarter-Southwest quarter Section; thence South 5 degrees 24' East, 1015.0 feet to the point of beginning.

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Section 2. WATER RATES: The City of Cleveland agree to furnish water to the above described tract of land, at the rate of charge established for patrons within the city limits of Cleveland, Missouri.

Section 3. RESTORATION OF LAND: The City of Cleveland further agrees to restore the right of way, granted by this indenture to a condition acceptable to the owners of the above described tract of land each time the City is required to lay new line or existing line has to be repaired.

Section 4. LANSUITS. It is the intention of this indenture to satisfy all parties concerned and therefore, all parties agree to discontinue all legal action contemplated in regard to the utility right of way of this tract of land.

That the Grantee, its successors and assigns, forever, may construct and maintain and repair utility lines, including, but not limiting to, water, sewer and gas under and through said land as may be reasonable and proper in that behalf.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of September, 1968.

Theodore H. Lueck
Lula L. Lueck
Earl L. Young
Opal L. Young

MISSOURI ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF MISSOURI)
) SS
COUNTY OF CASS)

On this 11th day of September, 1968, before me, the undersigned, a Notary Public, personally appeared Theodore H. Lueck and Lula L. Lueck, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cass County, Missouri, the day and year last above written.

(Seal)

My term expires April 15, 1971.

Morley Johnson Vogel, Notary Public
In and For Jackson County which
adjoins Cass County

MISSOURI ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF MISSOURI)
) SS
COUNTY OF CASS)

On this 11th day of September, 1968, before me, the undersigned, a Notary Public, personally appeared Earl L. Young and Opal L. Young, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cass County, Missouri, the day and year last above written.

(Seal)

My term expires April 15, 1971.

Morley Johnson Vogel, Notary Public
In and For Jackson County, which
adjoins Cass County

Filed for record this 12th day of September, A.D., 1968, at 10 o'clock and 30 minutes A.M.

By Timothy Hubble Deputy

Morley Vogel Recorder

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Cass County, MO - Web Copy

EASEMENT CONVEYANCE (Individual)

KNOW ALL MEN BY THESE PRESENTS, that I/we,

Billy R. Hilt and Susan J. Hilt husband and wife

Samuel A. Shade and Patricia Shade husband and wife

for and in consideration of the sum of ONE Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, and unto its successors and assigns, a right of way easement over, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all appurtenances thereto for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top and trim such brush and trees, if any, on or adjacent to said right of way, as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the County of Cass, State of Missouri, to wit:

A tract of land three (3) feet in width the center line of which is described as follows: Beginning at a point on the Southeasterly line of Holmes Road, as now established, that is eight hundred seventy (870) feet Southwesterly of the South line of Missouri "Y" Highway, as now established, as measured along the Southeasterly line of Holmes Road, thence right at an angle of eighty-seven (87) degrees from the Northeasterly course of the Southeasterly line of Holmes Road, a distance of one hundred five (105) feet.

The above described tract of land being in a part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-five (45), Range Thirty-three (33), Cass County, Missouri.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise appertaining unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, I _____ have hereunto set my hand _____ and seal _____ this 22nd day of July, 19 78.

Billy R. Hilt (Seal)

Samuel A. Shade (Seal)

Susan J. Hilt (Seal)

Samuel A. Shade (Seal)

Gaylord Stucker
& Esther Stucker
ACKNOWLEDGMENT

Patricia Shade (Seal)

State of Missouri ss.
County of Cass

On this 22nd day of July, 19 78, before me, a Notary Public, personally appeared Billy R. Hilt and Susan J. Hilt and Gaylord Stucker and Esther Stucker and Samuel A. Shade and Patricia Shade to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires 14th FEB 1982 Notary Public Mike Medsker

County of Cass State of Mo.

Mike Medsker, Recorder of Deeds

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Cass County, MO - Web Copy

EASEMENT CONVEYANCE (Individual)

KNOW ALL MEN BY THESE PRESENTS, that I/we, KENNETH D. CRAVENS and LESLIE W. CRAVENS
Husband and Wife

for and in consideration of the sum of ONE Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, and unto its successors and assigns, a right of way easement over, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all appurtenances thereto for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top and trim such brush and trees, if any, on or adjacent to said right of way, as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the County of Cass, State of Missouri, to wit:

The East ten (10) feet of the South two hundred sixty (260) feet of the following described tract of land.

A part of the West Half of Lot 7 of the Northwest Quarter of Section 5, Township 44, Range 33, in Cass County, Missouri, described as follows: Commencing at a point on the East right-of-way-line of Missouri State Route "D", and 338.91 feet South of the North line of said Lot 7, and running thence East and parallel with the North line of Lot 7, 587 feet to the True Point of Beginning of the tract to be described; thence East, 130.46 feet; thence South 689.80 feet; thence South 84 degrees 25 minutes West, 245.08 feet; thence North 9 degrees 02 minutes East, 722.61 feet to the Point of Beginning. Contains 3.0 acres.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise appertaining unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day of March, 19 81

..... (Seal) Kenneth D. Cravens (Seal)
Kenneth D. Cravens
..... (Seal) Leslie W. Cravens (Seal)
Leslie W. Cravens

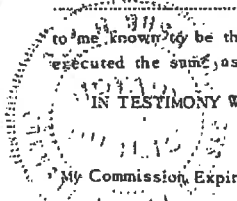
ACKNOWLEDGMENT

State of KANSAS } ss.
County of JOHNSON }

On this 23rd day of March, 19 81, before me, a Notary Public, personally appeared KENNETH D. CRAVENS and LESLIE W. CRAVENS Husband and Wife

and
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



My Commission Expires September 26, 1981 Notary Public Ray G. Bush, Jr.

Mike Medsker, Recorder of Deeds

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EASEMENT CONVEYANCE

Cass County, MO

Web Copy

FROM *Kenneth D. Crossland et al*

TO: KANSAS CITY POWER & LIGHT COMPANY
1330 Baltimore, Kansas City, Missouri

Address *SW 1/4* Twp. *44* Range *3*
Sect. *5*

County of *Cass*
C.O.# *15-27660-C*

Filed for record this *29* day
of *April* A. D., 19*8*
at *9* o'clock *30* minutes *A*.

Recorded in Book *790* at Page *47*
By *Judy Allen* Recorder
Christina Young Deputy

Recorder's fee, \$ *5.00*

Wanda E. Brown



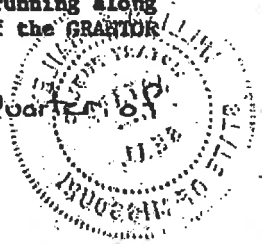
794

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable considerations paid to Kenneth J. Chatfield Sr. & Betty A. Chatfield, of the County of Cass, State of Missouri; hereinafter referred to as GRANTOR, by the PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width and located parallel with and contiguous to the North & West right-of-way line of the now established State or County road running along the South & East side of the following described real estate of the GRANTOR situated in Cass County, Missouri, to-wit:

The Southeast Quarter of the Southeast Quarter
Section 33, Township 45N, Range 33W.



together with the right of ingress and egress over the adjacent land of the GRANTOR, his successors, and assigns, for the purposes of this easement.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from said Water District for going upon said lands and laying of said pipeline, and that the Water District shall be liable for such damages to pastures, trees, shrubs, lawns, and crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors, and assigns.

Title to said water pipe line shall be and remain in the District.

GRANTOR covenants to and with said District that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors, and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5th day of June, 1981.

Kenneth J. Chatfield Sr.
Betty A. Chatfield

STATE OF MISSOURI,

COUNTY OF Cass

ss.

On this 6th day of June, 19 81, before me, the undersigned, a notary public in and for the County of Cass in the State of Missouri, personally appeared Kenneth J. & Betty A. Chaffin Sr.

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Freeman, Missouri, the day and year last above written.



William E. Bailey
Notary Public in and for said
County and State

William E. Bailey
(Printed or typed name of Notary
Public)

My commission expires:

Nov. 30 1984

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STATE OF MISSOURI
COUNTY OF CASS

Recorder's Office

I hereby certify that this instrument of writing was filed for record on this 14 day of June 19 81 at 5:00 o'clock PM minutes and recorded in book 794 page 12 given under my hand and official seal.

Sally Allen Recorder
JA Deputy

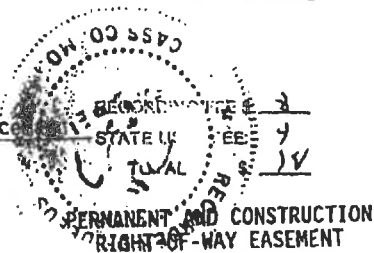
Hight & Associates, Land Titles Inc.
Harrisonville, Mo.

Cass County, MO - Web Copy

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Easement No. FM7

T 45 N, R 33 W
Section 33
Area Cleveland, MO
Line No. Influent Force



001231 000201

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Nine hundred Seven and 50/100 and other good and valuable considerations paid to Samuel A. Shade and Patricia Shade, husband and wife

of the County of Cass, State of Missouri, hereinafter referred to as GRANTOR, by the City of Cleveland, Missouri, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in Cass County, State of Missouri, said easements being described as follows:

A PERMANENT EASEMENT consisting of a strip of land fifteen (15) feet in width located parallel and adjacent to, and immediately South of the North property line of the following described property:

All that part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, in Cass County, Missouri described as follows: Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, thence South 89 degrees 13 minutes 20 seconds West, 1084.3 feet to the Southeasterly right-of-way line of State Route D, thence Northeasterly along a curve with a radius of 7274.41 feet, a distance of 999.97 feet to a point, thence North 32 degrees, 57 minutes East, continuing along said Right-of-way line 174.25 feet to a point, thence North 88 degrees 53 minutes East 407.27 feet to a point in the East line of said Northwest Quarter of Southwest Quarter, thence South 5 degrees 24 minutes East, 1015.0 feet to the point of beginning, except that part thereof, if any, in roads.

Subject to covenants, conditions, restrictions, reservations and easements of record, if any.

A TEMPORARY CONSTRUCTION EASEMENT consisting of a strip of land five (5) feet in width located parallel and adjacent to and immediately South of the above described Permanent Easement.

and

A PERMANENT EASEMENT consisting of a strip of land fifteen (15) feet in width located parallel and adjacent to, and immediately East of the West property line of the above-described property.

A TEMPORARY CONSTRUCTION EASEMENT consisting of a strip of land five (5) feet in width located parallel and adjacent to and immediately East of the above described Permanent Easement.

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C.S.D.B.

Cass County, MO - Web Copy

Easement No. FM7

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. Grantee covenants to restore construction area to its original condition in a timely manner including replacement of any trees or shrubs. Title to said sewer pipe lines shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 29 day of June, 1992.

Samuel A Shade
Patricia Shade

STATE OF MISSOURI }
COUNTY OF Cass } ss.

On this 29 day of June, 1992 before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared SAMUEL A. SHADE & PATRICIA SHADE to me known as the persons in and who executed the foregoing instrument and acknowledged that (they, he, she) acknowledged the same as (their, his, her) free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Hannibal, Missouri, on the day and year first above written. My Commission Expires _____



Notary Public

My Commission Expires:
JAMES E. THOMPSON JR.
NOTARY PUBLIC STATE OF MISSOURI
COUNTY OF CASS
MY COMMISSION EXPIRES JULY 25, 1992

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

IN RE: PUBLIC WATER SUPPLY DISTRICT NO. 2,
OF CASS COUNTY, MISSOURI No. 30459

ORDER DECLARING DECREE EXTENDING AND ENLARGING THE BOUNDARIES
OF PUBLIC WATER SUPPLY DISTRICT NO. 2,
OF CASS COUNTY, MISSOURI TO
BE FINAL AND CONCLUSIVE

RECORDED
JUN 15 1992

NOW, on this 15th day of June, 1992, the Court finds that an election was duly held on the 3rd day of March, 1992, upon the proposition of extending and enlarging the boundaries of Public Water Supply District No. 2, of Cass County, Missouri, and the returns have been duly certified to the Court by Judges and Clerks of said election.

Upon canvassing such returns, the Court finds that 80 voters voted for the Proposition and 8 voters voted against the Proposition.

The Court further finds that the Proposition submitted at said election has been assented to by a majority of two-thirds (2/3rds) of the qualified voters of the District voting on the Proposition at such election; and that said election has been properly held in accordance with law.

The Court further finds that the boundary lines of certain sub-districts should be modified and rearranged as follows:

The boundary of Sub-district No. 2 shall be legally described as follows:

Beginning at the Southwest Corner of the North Half of Section 15, Township 45, Range 33, and running thence North along the West line of Section 15, Section 10 and

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Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

Section 3 to the Northwest corner of Section 3, Township 45, Range 33; running thence East along the North line of Section 3, Section 2 and Section 1, Township 45, Range 33, and continuing East along the North line of Section 6, Township 45, Range 32 to the Northeast corner of the West Half of said Section 6, Township 45, Range 32; thence South along the East line of the West Half of said Section 6 and the East line of the West Half of Section 7 and the East line of the West Half of Section 18 to the center of Section 18, Township 45, Range 32; thence West along the South line of the Northwest Quarter of said Section 18 to the Southwest corner of the Northwest Quarter of Section 18, Township 45, Range 32; thence continuing West along the South line of the North Half of Section 13, Township 45, Range 33 and the South line of the North Half of Section 14 and the South line of the North Half of Section 15 to the Southwest corner of the North Half of Section 15, Township 45, Range 33, which is the Point of Beginning.

The boundary of Sub-district No. 3 shall be legally described as follows:

Beginning at the Southwest corner of Section 36, Township 46, Range 33 and run thence North along the West line of said Section 36, the West line of Section 25 and the West line of Section 24 to the Northwest corner of the South Half of Section 24, Township 45, Range 33; thence East to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence North to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence East along the North line of the Southeast Quarter of the Northwest Quarter of Section 24 and the North line of the South Half of the Northeast Quarter of Section 24 to the Northeast corner of the South Half of the Northeast Quarter of Section 24, Township 46, Range 33; thence continuing East along the North line of the South Half of the Northwest Quarter of Section 19, Township 46, Range 32 to the Northeast corner of the South Half of the Northwest Quarter of said Section 19; thence South along the East line of the West Half of said Section 19 to the Southeast corner of the Southwest Quarter of said Section 19, Township 46, Range 32; thence East along the North line of Section 30, Township 46, Range 32 to the point of intersection of the North line of said Section 30 and the West right of way line of U. S. Highway 71, as now located and established; thence Southeasterly following the West right of way line of U. S. Highway 71 through Section 30, Section 29, Section 32, Township 46, Range 32 and continuing Southeasterly along the West right of way line of said Highway 71 through Section 5, Section 4 and Section 9, Township 45, Range 32 to the point of intersection of the Westerly right of way line of said

Cass County, MO - Web Copy

Highway 71 and the East line of the Northwest Quarter of Section 9, Township 45, Range 32; thence South along the East line of the West Half of said Section 9 to the center of said Section 9; thence West along the North line of the Southwest Quarter of said Section 9 to a point 647.7 feet East of the East right of way line of Old Highway 71; thence South a distance of 409 feet; thence West a distance of 417.7 feet to a point in the East right of way line of said Old Highway 71; thence Northwesterly along the East right of way line of said highway a distance of 466.8 feet to the North line of the Southwest Quarter of said Section 9; thence West along the North line of the Southwest Quarter of said Section 9 to the West line of said Section; thence continuing West along the South line of the Northeast Quarter of Section 8, Township 45, Range 32, a distance of 200 feet; thence North and parallel to the East line of said Section 8 to a point 200 feet West of the Northeast corner of said Section 8; thence West along the South line of Section 5 and Section 6 to the Southwest corner of the East Half of said Section 6; thence North along the West line of the East Half of said Section 6 to the Northwest corner of the East Half of said Section 6, Township 45, Range 32; thence West along the South line of Section 31, and the South line of Section 36, Township 46, Range 33 to the Southwest corner of Section 36, Township 46, Range 33 which is the Point of Beginning.

The boundary of Sub-district No. 4 shall be legally described as follows:

Beginning at the Southwest corner of the North Half of Section 9, Township 45, Range 33 and run thence North along the West line of Section 9 and Section 4 to the Northwest corner of Section 4, Township 45, Range 33; thence continuing North along the West line of Section 33, Section 28, Section 21 and Section 16, Township 46, Range 33 to the Northwest corner of the South Half of said Section 16; thence East along the North line of the South Half of said Section 16 to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 16; thence South along the Quarter Quarter Section line to the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 21; thence East along the North line of the Southeast Quarter of the Northeast Quarter of Section 21 and the North line of the South Half of the Northwest Quarter of Section 22, Township 46, Range 33 to the Northeast corner of the South Half of the Northwest Quarter of said Section 22; thence South to the center of said Section 22; thence East along the North line of the South Half of Section 22 and the North line of the South Half of Section 23 to the Northeast corner of the South Half of said Section 23; thence South along the East line of Section 23, the

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

East line of Section 26 and the East line of Section 35 to the Southeast corner of Section 35, Township 46, Range 33; thence West along the South line of Section 35 and Section 34 to the Southwest corner of Section 34, Township 46, Range 33; thence South along the East line of Section 4 and the East line of Section 9, Township 45, Range 33 to the Southeast corner of the North Half of said Section 9; thence West along the South line of the North Half of said Section 9 to the Southwest corner of the North Half of Section 9, Township 45, Range 33, which is the Point of Beginning.

The boundaries of Sub-district No. 1 and Sub-district No. 5 shall remain unchanged.

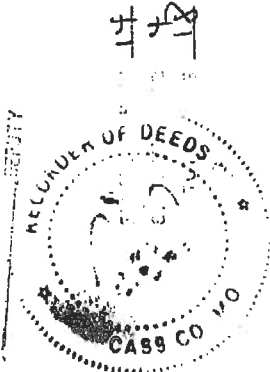
IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that the Decree extending and enlarging the boundaries of Public Water Supply District No. 2, of Cass County, Missouri, heretofore entered by this Court on October 7, 1991, be, and the same is hereby declared to be final and conclusive. .

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the boundaries of certain Sub-districts be modified and changed in accordance with the legal descriptions hereinabove set forth.

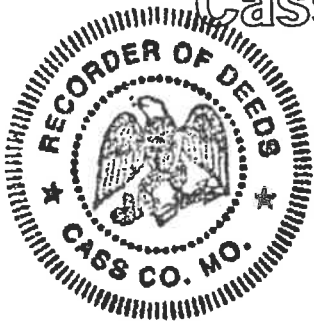

Circuit Judge
Division 1
Seventeenth Judicial Circuit

022173

001230 000005
0924



Mike Medsker, Recorder of Deeds



Cass County, MO - Web Copy

233055

26.00

STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED INSTRUMENT RECORDED

2002 JUN 24 P 1:45.0

BOOK 002130 PAGE 000104
SANDRA GREGORY, RECORDER

DEPUTY

TRUSTEE'S DEED

THIS INDENTURE, made as of the 21st day of JUNE, 2002, by and between BETTY A. CHATFIELD, Trustee of THE BETTY A. CHATFIELD TRUST UNDER TRUST AGREEMENT DATED AUGUST 7, 1996, Party of the First Part/Grantor(s), and MICHAEL L. O'KEEFE AND KAROL K. O'KEEFE, HUSBAND AND WIFE, Party of the Second Part/Grantee(s), whose mailing address is: 24916 S. Prospect Ave., Cleveland, MO 64734

WITNESSETH: That the said Party of the First Part, in consideration of the sum of Ten Dollars and other good and valuable considerations (\$10.00) paid by the said Party of the Second Part (the receipt of which is hereby acknowledged), does by these presents **SELL AND CONVEY** unto the said Party of the Second Part, their heirs and assigns, all of the right, title and interest of the said Trustee(s) in and to the following described real estate situate in the County of Cass, State of Missouri, to-wit:

The North half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.

ALSO, a perpetual easement for the maintenance and repair of a gas pipe line over and across the South half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, as now located and established.

Subject to easements, restrictions, reservations and covenants, now of record, if any.

This Deed is made and given by the undersigned as Trustee(s) pursuant to the Power of Sale contained in the aforesaid Trust Agreement, which Agreement remains in full force and effect at this time. And the Party of the First Part further states that the power to sell and convey the real estate described hereinabove is granted under said Trust Agreement.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining unto the Party of the Second Part and unto their heirs and assigns forever; the said Party of the First Part hereby covenanting that an indefeasible estate in fee of the aforesaid premises is vested in the said Trustee(s); that the said premises are free and clear from any encumbrance done or suffered by

Mike Medsker, Recorder of Deeds 2130/104

Hight & Associates, Land Titles, Inc.
Harrisonville, MO 422186

Cass County, MO - Web Copy

the Trustee(s) or those under whom the Trustee(s) claims; and further, that the said Party of the First Part will warrant and defend the title to the said premises unto the said Party of the Second Part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set hand(s) and seal(s) the day and year above written.

Betty A. Chatfield, Trustee
BETTY A. CHATFIELD, TRUSTEE

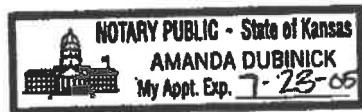
STATE OF MISSOURI)
)ss
COUNTY OF CASS)

On this 21st day of JUNE, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BETTY A. CHATFIELD, to me known to be the person who executed the foregoing instrument as Trustee(s) of THE BETTY A. CHATFIELD TRUST UNDER TRUST AGREEMENT DATED AUGUST 7, 1996, and acknowledged that he/she/they executed the same as his/her/their free act and deed as Trustee(s) of said Trust and by authority granted therein.

Witness my hand and Notarial Seal subscribed and affixed in said county and State, the day and year in this certificate above written.

Amanda Dubinick
), Notary Public
Amanda Dubinick

My commission expires:



Mike Medsker, Recorder of Deeds

FILE NUMBER 377983
OR BK 02932 PG 0537
RECORDED 01/22/2007 09:42:33 AM
RECORDING FEE 30.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



S G

RIGHT-OF-WAY EASEMENT

Date 1-19-07

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to Seba Bros. Land Co., Inc., at P.O. Box 146, Cleveland, MO 64734 hereinafter referred to as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI, hereinafter referred to as "Grantee", at P.O. Box 345, Freeman MO 64746 the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width, being 15' on either side of centerline of the water line as located and established, the same being constructed on the following described real estate of the Grantor situated in Cass County, Missouri.

to-wit:

Part of a tract of land described in Book 704, Page 46 in the Office of the Recorder of Deeds in Cass County, Missouri, being part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri described as follows: From the Northwest corner of the Southwest Quarter of Section 33, aforesaid, run thence South 89 degrees 36 minutes 59 seconds East along the North line thereof, 1314.24 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence South 4 degrees 38 minutes 08 seconds East along the East line of said Quarter Quarter Section, 337.54 feet to the True Point of Beginning of the tract to be described; continuing

Cass County, MO - Web Copy

thence South 4 degrees 38 minutes 08 seconds East along the East line of the Northwest Quarter of the Southwest Quarter of said Section 33, 1015.00 feet to the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence North 89 degrees 47 minutes 36 seconds West along the South line of said Quarter Quarter Section, 1087.71 feet to a point on the East right-of-way line of Missouri State Route D as now located; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 27 degrees 25 minutes 18 seconds East and an ARC length of 300.67 feet; thence North 89 degrees 21 minutes 12 seconds East; 584.99 feet; thence North 0 degrees 38 minutes 48 seconds West, 374.82 feet; thence South 89 degrees 21 minutes 12 seconds West; 360.00 feet to a point on the East right-of-way line of said Missouri State Route D; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 33 degrees 04 minutes 59 seconds East and an ARC length of 262.44 feet; thence North 34 degrees 06 minutes 59 seconds East along said right-of-way line, 174.25 feet; thence South 89 degrees 55 minutes 06 seconds East, 405.51 feet to the True Point of Beginning.

Subject to easements, restrictions, reservations and covenants, now of record, if any.

Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the Grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line, except that the District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be

Cass County, MO - Web Copy

disturbed or diminished and Grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Title to said water pipe shall be and remain in the name of the District.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors, have executed this instrument this 19 day of January, 2007.

Seba Bros Land Co Inc / David W. Seba
Signature

Seba Bros Land Co Inc / DAVID W. SEBA
Printed Name

Signature

Printed Name

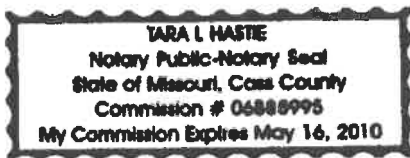
STATE OF MISSOURI)

COUNTY OF Cass

SS

On this 19 day of January, 2007 before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared David W. Seba to me known as the person in and who executed the foregoing instrument and acknowledged the same as his free act and deed. In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Greenman, mo on the day and year first above written.

(Seal)



Tara L. Hastie
Notary Public - Signature

Tara L. Hastie
Notary Public - Printed Name

My Commission Expires: May 16, 2010

8317

FILED

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI 1983
CIRCUIT DIVISION
DIVISION NO. I

BONNIE EARL
CIRCUIT CLERK
CASS COUNTY
MISSOURI
Case No. CV183-3CC

In Re: WESTERN CASS FIRE
PROTECTION DISTRICT

ORDER CREATING FIRE PROTECTION DISTRICT

A hearing on the Petition for the organization of the Western Cass Fire Protection District was, after due notice, held before this Court on the 11th day of February, 1983. The Petitioners were represented by Robert W. Spangler, of the law firm of Crouch, Crouch, Spangler & Douglas, Harrisonville, Missouri. No protestants appeared and no protesting petition was filed. Petitioners present evidence.

The Court, having heard the evidence adduced, finds that a Petition for the organization of said district has been signed and presented to the Court in conformity with the provisions of Chapter 321 of the Missouri Revised Statutes, 1959, as amended; that the allegations of said Petition are true; that notice of the hearing was given in conformity with Sec. 321.070 R.S.Mo.; and that the Court has jurisdiction of this proceeding.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that this Court has jurisdiction of this proceeding to create the Western Cass Fire Protection District; that said fire protection district is hereby organized and that it shall bear the name of Western Cass Fire Protection District; and that the boundaries of said fire protection district shall be as follows:

Commencing at the Northeast corner of Section 1, Township 45N, Range 33W, Cass County, Missouri, thence South along the East line of Section 1 and Section 12 to the Southeast corner of the Northeast Quarter of Section 12; thence West to the Southeast corner of the Northeast Quarter of Section 11; thence South along the East line of Section 11 and the East line of Section 14 to the Southeast corner of Section 14; thence East along the South line of Section 13 to the intersection of the South line of Section 13 and the East Fork of Grand River; thence Southerly with the line of the East Fork of Grand River through Sections 24, 25, and 36 to the intersection of the South line of Section 36 and the East Fork of Grand River; thence West along the South line of Section 36 and Section 35 in Township 45N, Range 33W, to the Northeast corner of the West half of Lot 7 of the Northwest Quarter of Section 5, Township 44N, Range 33W, thence South to the Southeast corner of the West One-Half of Lot 5 of the Northwest Quarter of said Section Five (5); thence West to the Southwest corner of said Lot 5 of the Northwest Quarter of Section Five (5); thence West along the South line of Lot 5 of the Northeast Quarter of Section 6, and the South line of Lot 5 of the Northwest Quarter of said Section 6, to the Southwest corner of said Lot 5 of the Northwest Quarter.

of Section 6, Township 44N, Range 33W; thence Northerly along the Westerly lines of Section 6, Township 44N, Range 33W, Sections 32, 29, 20, 17, 8 and 5 of Township 45N, Range 33W; thence East along the North lines of Sections 5, 4, 3, 2, and 1 to the point of beginning.

There shall be an election to vote on the proposition of incorporating such district and to select three persons as the first Board of Directors, and said election shall be held on the 5th day of April, 1983. The form of the ballots used at said election shall be as follows:

OFFICIAL BALLOT

Instruction to voters:

To cast a vote in favor of the incorporation of the Western Cass Fire Protection District, Cass County, Missouri, place a cross (X) mark in the square opposite the word "Yes"; to vote against the incorporation of the Western Cass Fire Protection District, Cass County, Missouri, place a cross (X) mark in the square opposite the word "No". To incorporate and authorize an initial tax not to exceed thirty cents per each one hundred dollars assessed valuation.

Yes

No

OFFICIAL BALLOT

Instruction to voters:

Place a cross (X) mark in the square opposite the name of the candidate or candidates you favor. Three directors are to be elected; one director for a one year term, one director for a two year term, and one director for a three year term.

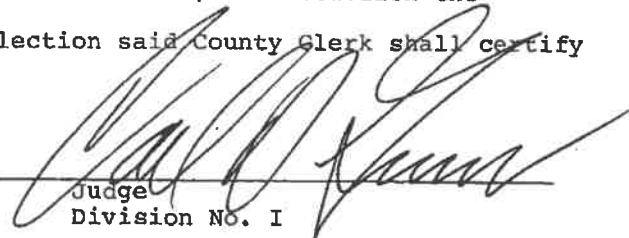
ELECTION

Western Cass Fire Protection District, Cass County, Missouri.
April 5, 1983.

FOR BOARD OF DIRECTORS

_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____

IT IS FURTHER ORDERED that the County Clerk shall appoint the necessary judges and clerks of the election, and establish the polling place and after said election said County Clerk shall certify the returns to the Court.



 Judge
 Division No. I

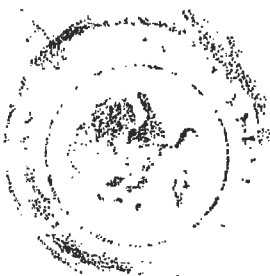
01003

STATE OF MISSOURI } Recorder's Office
COUNTY OF CASS }

I hereby certify that this instrument of writing was
filed for record on this 17 day of Sept
2003 at 2:07 minutes of the
and recorded in book K 31 page 22
Given under my hand and official seal.

John H. Medsker
Recorder

.....Deputy



1/1

Wesley A. Rank

835

FILED

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI 11 1983
CIRCUIT DIVISION
DIVISION NO. I

BONNIE EARL
CIRCUIT CLERK
CASS COUNTY
MISSOURI

In Re: WESTERN CASS FIRE
PROTECTION DISTRICT

Case No. CV183-3CC

ORDER INCORPORATING WESTERN CASS FIRE PROTECTION DISTRICT
AND AUTHORIZING INITIAL TAX NOT TO EXCEED THIRTY CENTS PER EACH
ONE HUNDRED DOLLARS ASSESSED VALUATION AND DESIGNATION
OF FIRST BOARD OF DIRECTORS

NOW on this 5th day of April, 1983, the Court takes up and considers the election for the incorporation of the Western Cass Fire Protection District, Cass County, Missouri, and the authorization of an initial tax not to exceed thirty cents per each one hundred dollars assessed valuation, and the designation of the First Board of Directors. The Court, upon canvassing the returns of the election held April 5, 1983, and being fully advised in the premises finds as follows:

1. The Court finds that a majority of the duly qualified electors of the district voted in favor of the proposition to incorporate the Western Cass Fire Protection District, Cass County, Missouri, with 179 electors voting for and 98 electors voting against the proposition that the district shall be incorporated. The boundaries of the territory to be included within the proposed district is all of Union Township, except Section 13 and the South Half of Section 12, and further, except all that part of Sections 24, 25, and 36 lying East of the East Fork of Grand River, and also included in the proposed district is the West Half of Lots 5, 6, and 7 of the Northwest Quarter, Section 5, and Lots 5, 6, and 7 of the Northeast Quarter, and Lots 5, 6, and 7 of the Northwest Quarter, Section 6, West Dolan Township; that the boundaries of the proposed fire protection district is more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 1, Township 45N, Range 33W, Cass County, Missouri, thence South along the East line of Section 1 and Section 12 to the Southeast corner of the Northeast Quarter of Section 12; thence West to the Southeast corner of the Northeast Quarter of Section 11; thence South along the East line of Section 11 and the East line of Section 14 to the Southeast corner of Section 14; thence East along the South line of Section 13 to the intersection of the South line of Section 13 and the East Fork of Grand River; thence Southerly with the line of the East Fork of Grand River

through Sections 24, 25, and 36 to the intersection of the South line of Section 36 and the East Fork of Grand River; thence West along the South line of Section 36 and Section 35 in Township 45N, Range 33W, to the Northeast corner of the West half of Lot 7 of the Northwest Quarter of Section 5, Township 44N, Range 33W, thence South to the Southeast corner of the West One-Half of Lot 5 of the Northwest Quarter of said Section Five (5); thence West to the Southwest corner of said Lot 5 of the Northwest Quarter of Section Five (5); thence West along the South line of Lot 5 of the Northeast Quarter of Section 6, and the South line of Lot 5 of the Northwest Quarter of said Section 6, to the Southwest corner of said Lot 5 of the Northwest Quarter of Section 6, Township 44N, Range 33W; thence Northerly along the Westerly lines of Section 6, Township 44N, Range 33W, Sections 32, 29, 20, 17, 8 and 5 of Township 45N, Range 33W; thence East along the North lines of Sections 5, 4, 3, 2, and 1 to the point of beginning,

and that such incorporation shall be final and conclusive.

2. The Court further finds that a majority of the duly qualified electors of the district voted in favor of the proposition authorizing an initial tax not to exceed thirty cents per each one hundred dollars assessed valuation with 179 electors voting for and 98 electors voting against the proposition.

3. The Court further finds that the three candidates for directors who received the highest number of votes were as follows: Karen A. Connaughton, 137 votes; J. V. Masterson, 134 votes; and Darvin Schildknecht, 125 votes. Karen A. Connaughton, who received the highest number of votes, is designated director to hold office for a 6 year term; J. V. Masterson is designated director to hold office for a 4 year term; and Darvin Schildknecht is designated director to hold office for a 2 year term, after the date of election of the first Board of Directors, or until their successors are duly elected and qualified.

4. The Clerk of this Court shall transmit a certified copy of this decree to the Cass County Clerk and a certified copy to the Cass County Recorder of Deeds for filing in the same manner as Articles of Incorporation of general corporations.

IT IS SO ORDERED.

[Handwritten signature]
Carl D. Gum, Jr., Judge
Division No. I



STATE OF MISSOURI }
COUNTY OF CASS } Recorder's Office
I hereby certify that this instrument of writing was
filed on this 1st day of 2005
at _____ o'clock _____
of the _____ day of _____
page _____
under my hand and official seal.
[Signature]
Recorder

Mike Medsker, Recorder of Deeds

02370

Conveyance
For State Highway Purposes

THIS INDENTURE, Made this 11th day of APRIL, A. D. 1947, by and between Ezra L. Young and Opal L. Young, his wife.

of the County of GARR, and State of MISSOURI, part 1st of the first part and the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of One and No/100 DOLLARS,

to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, his successors and assigns, the following described tracts or parcels of land, lying, being and situate in the County of GARR, State of Missouri, to-wit:

Two strips of land hereinafter designated A and B located in the north 10 acres and south 16 acres of the NW 1/4 of the SW 1/4 of Section 33, T65N, R13W, Said strips contain a total of 0.069 of an acre in an old road and 1.840 acres of new land.

Strip A, is 80 feet in width and 416.95 feet in length, the centerline of which is the centerline of Supplementary State Highway Route D, and included between Stations 615+32 and 623+11, of a survey of said centerline, (Note equation: Station 617+16.83 back = Station 620+78.9 ahead.)

Strip B, is a strip of land 80 feet in width and 621 feet in length, the centerline of which is the centerline of the above mentioned highway and included between Stations 628+72 and 634+93 of said survey.

Station 615+32 is located at a point on a 3° curve to the right 200 feet west of the northeast corner of the NW 1/4 of SW 1/4 of said Section 33, said curve has an interior angle of 39°-27' and is tangent at said station to a line having a bearing of south 32°-42' west; thence southwesterly along said curve 94.6 feet to the P.T. of curve; thence south 35°-26' west 362.35 feet to the end of Strip A, thence continuing south 35°-26' west 146 feet to the P.C. of a 0°-47' curve to the left, said curve having interior angle of 34°-37'; thence southerly along said curve 415 feet to the beginning of Strip B, at Station 628+72, and from said station the centerline continues southwesterly along said curve 621 feet to Station 634+93.

355

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto his successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, and again the day and year first above written.

Witnessed by Earl L. Young
Opal L. Young

355

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
County of Cass) ss.
On this 11th day of April 1947, before me personally appeared Earl L. Young and Opal L. Young, his wife.

to me known to be the person or persons described in and who executed the foregoing instrument, who being duly sworn by me acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cleveland, Mo., Cass County, the day and year first above written.

(SEAL) My term expires Nov 26, 1951. G. D. Ellis Notary Public

ACKNOWLEDGMENT BY CORPORATION

STATE OF)
County of) ss.
On this day of 19 before me appeared

to me personally known, who being by me duly sworn did say that he is the of and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and that said acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in County, the day and year first above written,

My term expires 19

The foregoing Conveyance was filed for record on the 11th day of April, A. D. 1947 at 11 o'clock 40 minutes A. M. By [Signature] Deputy [Signature] Recorder

Conveyance
For State Highway Purposes

THIS INDENTURE Made this 16th day of April A. D. 1947, by and between Lula B. Powell, wife of [redacted] and Mrs. FULKERSON

of the County of Cass, and State of MISSOURI, part 1st of the first part, and the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part.

WITNESSETH That the said parties of the first part, in consideration of the sum of One and No/100 DOLLARS, paid by the said party of the second part, the receipt of which is hereby acknowledged, do hereby present grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described tracts or parcels of land, lying, being and situate in the County of Cass, State of Missouri, to-wit:

A strip of land 80 feet in width and 561 feet in length, located in the South 28 rods of the north 48 rods of the NE 1/4 of the SW 1/4 of Section 33, T45N, R37W, and containing 1.032 acres. The centerline of said strip is the centerline of Supplementary State Highway Route D, and included between Stations 623+11 and 268+72 of a survey of said centerline.

Station 623+11 on said centerline is located at a point 330 feet south and 455 feet west of the northeast corner of the NW 1/4 of the SW 1/4 of said Section 33, and from said station the centerline extends thence south 350-26' west 146 feet to the P.C. of a 00-47' curve to the left, said curve having an interior angle of 310-37'; thence westerly along said curve 415 feet to Station 628+72.

The undersigned William Patterson joins in the execution of this instrument for the purpose of releasing his interest in the above described real estate as holder of a note described in deed of trust recorded in Book 341 Page 305.

Lula B. Powell
Cass Co. Route 53

33

355

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said parties of the first part hereunto subscribed their hands and seals the day and year first above written.

Witnessed by Lula B. Powell
Wm. Patterson

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF Missouri)
County of Cass) ss.
On this 16th day of April 1947 before me personally appeared
Lula B. Powell, single a widow and Wm. Patterson

to me known to be the persons described in and who executed the foregoing instrument, who being duly sworn by me acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cleveland Cass County, the day and year first above written.

(SEAL)
My term expires Mar. 24 1951 D. O. Ellis
Notary Public

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____)
County of _____) ss.
On this _____ day of _____ 19____ before me appeared _____

to me personally known, who being by me duly sworn did say that he is the _____ of _____ and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and that said _____ acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ County, the day and year first above written.

My term expires _____ 19____

The foregoing Conveyance was filed for record on the 5th day of May A. D. 1947 at 11 o'clock 30 minutes A.M.
By Pauline Keck Deputy E. R. George Notary Public

3713

COMPARED

Conveyance For State Highway Purposes

This Indenture, Made this 12th of September, 1955, by and between
Earl L. Young and Opal L. Young, his wife

of the County of Cass, State of Missouri, part 100 of the
first part, and the STATE OF MISSOURI, for the use of the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second
part.

WITNESSETH, that the said part 100 of the first part, in consideration of the sum of
ONE AND NO/100 DOLLARS,

to be paid by the said party of the second part, the receipt of which is hereby acknowledged, do
by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns,
the following described real estate and interests in real estate situate in the County of Cass,
State of Missouri, to wit:

A strip of land located in part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, T45N, R33W,
and containing, together with an additional strip hereinafter described, a total of
0.069 of an acre in the present road and 0.069 of an acre of new land. Said strip
includes all that part of owners land lying within 35 feet south of the survey center
line of a proposed Supplementary State Highway designated Route Y (T), and is include
between owners east property line passing through Station 654+82 and east right-of-
way line of Supplementary State Highway Route D passing through Station 656+44.7 of
the survey of said centerline.

Station 654+82 on said centerline is located at the northeast corner of the NW $\frac{1}{4}$
of the SW $\frac{1}{4}$ of said Section 33, and from said Station the center line extends south
89° 29' west 162.7 feet to a point on the easterly right-of-way line of State Highway
Route D.

Also an additional triangular shaped strip of land lying along and joining on
the southerly side of the 35 foot strip described above, said strip being described
as follows: Beginning on the south line of the 35 foot strip described above at a
point opposite Station 656+12; thence south 89° 29' west 43 feet to the easterly
right-of-way line of Supplementary State Highway Route D; thence Southwesterly along
said right-of-way line of Route D, 53 feet to a point; thence northeasterly to the
point of beginning, a distance of 95 feet.

Earl L. Young
Cass Co. Route Y(T)

#86

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2199

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a state highway, or for the purpose above set out according to the plans of the State Highway Commission of Missouri, together with all and singular the rights, privileges, appurtenance and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto his successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part hereunto executed the above the day and year first above written.

Lulu Edelen

STATE OF Mo.)
County of Cass) ss. ACKNOWLEDGMENT BY INDIVIDUALS.
On this 12th day of September, 1955, before me personally appeared Lulu Edelen

to me known to be the person described in and who executed the foregoing instrument, who being duly sworn by me, acknowledged that she executed the same as her free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires April, 20th, 1958. Earl L. Young, Title

(SEAL)

STATE OF)
County of) ss. ACKNOWLEDGMENT BY CORPORATION.
On this day of 19, before me appeared, to me personally known, who being by

me duly sworn, did say that he is the of and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors for the consideration stated therein and no other, and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires 19. Title

Filed for record on this 14 day of September, A. D. 1955, at 11 o'clock
30 minutes A.M.
By *Amelia Louise Campbell* Deputy, *W. D. Russell* Recorder.

IT IS FURTHER ORDERED that plaintiffs pay the costs herein.

Wm. M. Kimberlin, JUDGE

STATE OF MISSOURI)
COUNTY OF CASS) ss I. Willard R. McGowan, Clerk of the Circuit Court, within and for the County and State aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of the Decree in the above entitled cause, as the same is on file and on record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at office at Harrisonville, this 24th day of July, 1959.

Willard R. McGowan, Clerk

By Frances L. Argenbright, Deputy

(SEAL)

Filed for record this 11 day of August, A.D. 1959 at 3 o'clock 30 minutes P.M.

By Frances L. Argenbright Deputy

W. D. Russell Recorder

ooo000ooo

COMPARE

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THIS INSTRUMENT, Made this 30th day of July, 1959, by and between Earl L. Young and Opal L. Young, his wife of the County of Cass, State of Missouri, parties of the first part, and the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part,

WITNESSETH, that the said part of the first part, in consideration of the sum of ONE AND NO/100 DOLLARS, to ___ paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate in the County of Cass, State of Missouri, to wit:

A strip of land 917.7 feet long located in the NW 1/4 of the SW 1/4 of Section 33, T45N, R33W, and containing, together with one additional strip hereinafter described, a total of 0.528 of an acre in the present road and 0.264 of an acre of new land. Said strip includes all that part of owners land lying within 35 feet right and left of the survey centerline of a proposed Supplementary State Highway designated Route Y, and is included between Station 55+07 and Station 64+24.7 of the survey of said centerline.

Station 55+07 on said centerline is located at a point 197 feet east of the northwest corner of the SW 1/4 of said Section 33 and from said station the centerline extends north 89° 04' east, 917.7 feet to Station 64+24.7. (Note: Except that part lying in Route D).

Also, one additional strip of land lying along and joining on the south side of the above described right-of-way. Said strip begins with a width of 00 feet opposite Station 63+00; thence south to a point in the west right-of-way line of Route D as heretofore secured opposite and 40 feet northwest of Station 617+00 of a survey of the centerline of Route D; thence northeasterly along the west right-of-way line of Route D to a point opposite and 35 feet south of Station 63+58 of a survey of the centerline of proposed Route Y; thence west to the point of beginning.

Earl L. Young
Route Y, Cass County

#07

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a state highway according to the plans of the State Highway Commission of Missouri or for the purposes above set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has executed the above the day and year first above written.

Karl L. Young
Opal L. Young

STATE OF Missouri }
County of Cass } ss.

ACKNOWLEDGMENT BY INDIVIDUALS.

On this 30 day of July, 1959, before me personally appeared Karl L. Young and Opal L. Young (his wife) to me known to be the persons described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires June 25, 1962

(SEAL)

Erfa H. Ervin
Notary Public

Filed for record this 12 day of August A.D., 1959 at 4 o'clock 30 minutes P. M.

By Kay Davis Deputy

W. D. Howell Recorder

COMPARED

THIS INSTRUMENT, made this 27th Day of July, 1959, by and between James Garrison and Isabelle Garrison; William Walker and Gladys Holloway of the County of Cass & Jackson, State of Missouri, parties of the first part, and the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part,

WITNESSETH, that the said parties of the first part, in consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS, to them paid by the said party of the second part, the receipt of which is hereby acknowledged do by those presents grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate in the County of Cass, State of Missouri to wit:

A strip of land 1315 feet long located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, T45N, R33W, and containing a total of 0.807 of an acre in the present road and 0.151 of an acre of new land. Said strip includes all that part of owners land lying within 35 feet right and left of the survey centerline of a proposed Supplementary State Highway designated Route Y, and is included between Station 26+58 and Station 39+73 of the survey of said centerline.

Station 26+58 on said centerline is located at the southwest corner of the NE $\frac{1}{4}$ of said Section 32 and from said station the centerline extends north 89° 06' east, 732 feet to a point; thence north 89° 20' east, 583 feet to Station 39+73.

The undersigned William K. Walker and Gladys Holloway as administrators of the Daniel E. Walker Estate join in the execution of this instrument for the purpose of releasing their interest in the above described real estate as owner of a note described in trust deed recorded in Book No. 381, Page No. 191, dated January 28, 1954.

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STATE OF FLORIDA COUNTY OF SARASOTA) ss. On this 31st day of DEC. 1966 before me,
Roy V. Carrell a Notary Public, personally appeared Mr and Mrs Fraley to me known to be the
persons described in and who executed the foregoing instrument, and acknowledged that they
executed the same as their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my
hand and affixed my official seal at my office in SARASOTA said County and State the day and
year last above written. Roy V. Carrell Notary Public in and for said County and State

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E. P. Schug, to me personally known, who being by me duly sworn, did say that he is
President of the CASS COUNTY BANK, and that the foregoing instrument was signed and
sealed on behalf of said corporation by authority of its board of Directors; and said
E. P. Schug acknowledged the foregoing instrument to be the free act and deed of said
corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my
office in Peculiar, Missouri, the day and year first above written.

(seal)

Donna S. Brown
Notary Public

My Commission Expires: November 24th, 1970

GENERAL POWER OF ATTORNEY

Know All Men by These Presents, THAT Wesley A. and Cherrill Fraley of the City
of Sarasota, County of Sarasota in the State of Florida, have made, constituted and
appointed, and by these Presents do make, constitute and appoint Fanny L. Moad true and
lawful Attorney for Them and their name, place and stead to act as their agent in any and
all matters concerning all property recorded in either or both names in the County of
Cass, State of Missouri, including all buildings and contents of such buildings; to
execute any and all papers involving sale or lease of such properties or which may be
involved in maintaining the aforementioned properties. She is free to act according to
her best judgment regarding any emergencies which may arise regarding these properties
or the maintenance thereof. As our agent she is to receive any and all monies due from
lease, sale, rental or royalties from these properties unless otherwise specified in
separate agreement prior to date of this appointment. She is free to withdraw any funds
from the Cass County Bank of Peculiar, Missouri as is deemed necessary by her best judgment
to meet any emergency which might arise and is accountable for such funds only to
Wesley A. or Cherrill Fraley.

giving and granting to her said Attorney full power and authority to do and perform all
and every act and thing whatsoever, requisite and necessary to be done in and about the
premises, as fully to all intents and purposes, as we might or could do if personally
present at the doing thereof, with full power of substitution or revocation, hereby
ratifying and confirming all that she said Attorney, or our substitute, may or shall
lawfully do, or cause to be done, by virtue hereof.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seal this 20 day of
November, 1966.

Wesley A. Fraley (SEAL)
WESLEY A. FRALEY (SEAL)
Cherrill Fraley (SEAL)
CHERRILL FRALEY (SEAL)

WITNESSES:--
**

Filed for record this 6th day of September, A.D. 1968 at 9 o'clock 48 min A.M.

By- Ch. Allen Deputy

D. Randall Recorder

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GRANT OF UTILITY EASEMENT

THIS INDENTURE, made the 3rd day of September, 1968, between WESLEY A. FRALEY
and CHERRILL L. FRALEY, husband and wife and the CASS COUNTY BANK, A Missouri Banking
Corporation, Grantors, and the CITY OF CLEVELAND, MISSOURI, Grantee.

WITNESSETH: That in consideration of the sum of ONE DOLLAR and other good and
valuable consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors
hereby acknowledge, the Grantors hereby grant the Grantee, its successors and assigns:

A Utility Easement of the East 10 Feet of that land which runs parallel to the
westerly line of Missouri State Highway "D", also known as...

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lawfully do, or cause to be done, by virtue hereof.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seal this 20 day of November, 1966.

Wesley A. Fraley
WESLEY A. FRALEY (SEAL)
Cherrill Fraley
CHERRILL FRALEY (SEAL)

WITNESSES:--
**

Filed for record this 6th day of September, A.D. 1968 at 9 o'clock 48 min A.M.

By H. Allen Deputy

J. Kendall Recorder

000000

GRANT OF UTILITY EASEMENT

GEN 2/10/68

THIS INSTRUMENT, made the 3rd day of September, 1968, between WESLEY A. FRALEY and CHERRILL L. FRALEY, husband and wife and the CASS COUNTY BANK, A Missouri Banking Corporation, Grantors, and the CITY OF CLEVELAND, MISSOURI, Grantee.

WITNESSETH: That in consideration of the sum of ONE DOLLAR and other good and valuable consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors hereby grant the Grantee, its successors and assigns:

A Utility Easement of the East 10 feet of that land which runs parallel to the westerly line of Missouri State Highway "D", also known as Holmes Road and also known as

Supplemental State Highway "D" of the following described land located in the County of Cass, State of Missouri, to-wit:

BEGINNING at a point 35 feet south of the Northeast corner of the Northwest Quarter of the Southwest Quarter, Section 33, Township 45, Range 33, in Cass County, Missouri, said point being in the south right-of-way line of State Route "Y", thence south 5°24' east, 330.7 feet to a point; thence south 68°53' west, 407.27 feet to a point in the southeasterly right-of-way line of State Route "D"; thence north 32°57' east, 334.15 feet to a point; thence curving to the left, with a radius of 1185.28 feet, a distance of 30.03' to the intersection of the south right-of-way line of Route "Y" with the southeasterly right-of-way line of Route "D"; thence south 89°53' East, 180.65 feet to the point of beginning.

That the Grantees, its successors and assigns, forever, may construct and maintain and repair utility lines, including, but not limiting to, water, sewer and gas under and through said land as may be reasonable and proper in that behalf.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3rd day of September, 1968.

Wesley A. Fraley
WESLEY A. FRALEY

Cherrill L. Fraley
CHERRILL L. FRALEY

By Penny Moad P.O.A.

CASS COUNTY BANK
BY E. P. Schug President

(Corporate Seal)

MISSOURI ACKNOWLEDGEMENT MAN AND WIFE

STATE OF MISSOURI)
COUNTY OF CASS) ss On this 5th day of September, 1968, before me, the undersigned, a Notary Public, personally appeared Penny Moad P.O.A. for WESLEY A. FRALEY and CHERRILL L. FRALEY, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cass County, Missouri, the day and year last above written.

(Seal) My term expires August 18, 1971

Chester F. Long, Jr.
Notary Public

MISSOURI ACKNOWLEDGEMENT CORPORATION

STATE OF MISSOURI)
COUNTY OF CASS (ss On this 3rd day of September, 1968, before me appeared E. P. Schug, to me personally known, who being by me duly sworn, did say that he is President of the CASS COUNTY BANK, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said E. P. Schug acknowledged the foregoing instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my office in Peculiar, Missouri, the day and year first above written.

(Seal) My term expires November 24th, 1970

Donna S. Brown
Notary Public

General Power of Attorney

Know All Men by These Presents, THAT Wesley A. and Cherrill Fraley of the City of Sarasota, County of Sarasota, in the State of Florida, have made, constituted and appointed, and by these Presents do make, constitute and appoint Penny L. Moad true and lawful Attorney for them and their heirs, place and stead to act as their agent in any and all matters concerning all property recorded in either of both names in the County of

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State of Missouri, including all buildings and contents of such buildings; to execute any and all papers involving sale or lease of such properties or which may be involved in maintaining the aforementioned properties. She is free to act according to her best judgement regarding any emergencies which may arise regarding these properties or the maintenance thereof. As our agent she is to receive any and all monies due from lease, sale, rental or royalties from these properties unless otherwise specified in separate agreement prior to date of this appointment. She is free to withdraw any funds from the Cass County Bank of Peculiar, Missouri as is deemed necessary by her best judgment to meet any emergency which might arise and is accountable for such funds only to Wesley A. or Cherrill Fraley.

giving and granting to her said Attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully to all intents and purposes as we might or could do if personally present at the doing thereof, with full power of substitution or revocation, hereby ratifying and confirming all that she said Attorney or our substitute, may or shall lawfully do, or cause to be done, by virtue hereof.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seal this 20 day of November, 1966.

Wesley A. Fraley
WESLEY A. FRALEY (SEAL)

Cherrill Fraley
CHERRILL FRALEY (SEAL)

WITNESSES: --

STATE OF FLORIDA)
COUNTY OF SARASOTA) ss On this 31st day of DEC. 1966, before me, Roy V. Carrell, a Notary Public, personally appeared Mr and Mrs Fraley to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Sarasota said County and State, the day and year last above written.

Roy V. Carrell
Notary Public in and for said County and State

(Seal) My Commission Expires--

Notary Public, State of Florida at Layge
My commission expires Jan. 14, 1968
Bonded by The Hanover Insurance Co.

Filed for record this 6th day of September, A.D. 1968 at 9 o'clock 50 min A.M.

by Challen Deputy

Hammond Recorder

oo00oo

COMPARED

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That grantors, HERBERT BENTON GROSS and ZELMA LEONA GROSS, his wife, of the County of Cass, State of Missouri, First Parties, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the City of Archie, Missouri, a municipal corporation, Second Party, the receipt of which is hereby acknowledged, hereby grant, bargain, sell, and convey unto the city of Archie, Missouri, a municipal corporation, its successors and assigns, the perpetual easement and right to enter upon the lands of grantors situated in the County of Cass, State of Missouri, described as follows:

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FILE NUMBER 529217
OR BK 03723 PG 0313
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RECORDING FEE 45.00
MIKE MEDSKER, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



M W

IRRIGATION AGREEMENT BY AND BETWEEN THE CITY OF CLEVELAND, MISSOURI AND SEBA BROS.
FARMS, INC.

AUGUST 6, 2013

CITY OF CLEVELAND

SEBA BROTHERS FARMS, INC.
2111 E STATE RT Y
CLEVELAND, MO 64734

SEE EXHIBIT A

Cass County, MO - Web Copy

IRRIGATION AGREEMENT BY AND BETWEEN THE CITY OF CLEVELAND, MISSOURI AND SEBA BROS. FARMS, INC.

This Irrigation Agreement, entered into this 6th day of August, 2013 (the "Effective Date"), between the CITY OF CLEVELAND, MISSOURI, hereinafter referred to as "City" and SEBA BROS. FARMS, INC., a Missouri corporation, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, City constructed a wastewater treatment system in the Southwest Quarter of the Northeast Quarter of Section 33, Township 45 North, Range 33 West, Cass County, Missouri, and

WHEREAS, it is necessary, from time to time, to reduce the accumulation of wastewater in said treatment system wastewater storage basin, which water may be utilized for agricultural irrigation purposes, and

WHEREAS, on December 17, 1991, the City and Owner entered into an agreement whereby the Owner agreed to utilize such wastewater accumulation for the irrigation of its land and the City agreed to operate and maintain the irrigation system ("Original Irrigation Agreement"), and

WHEREAS, the Original Irrigation Agreement has expired and the parties wish to enter into this Irrigation Agreement in order to continue the operation, maintenance and use of the wastewater system.

NOW, in consideration of the mutual benefits and covenants herein contained, the parties agree as follows:

1. Wastewater Acceptance: Owner agrees to accept wastewater from City to be applied to approximately 132.5 acres of agricultural land for the purposes of irrigating same. Owner will determine when and how much irrigation needs to take place and agrees to irrigate as much as practically possible. The parties agree and understand that during period of high precipitation irrigation would be impracticable and injurious to crop production and no irrigation will take place at such time. Owner further agrees to do nothing so as to cause wastewater to be drawn from the wastewater treatment system below the permissible point of withdrawal. Owners would have no liability for drawing the wastewater below the permissible point unless their actions are willful and wanton.

2. Land Description: Owner acknowledges that it is the sole owner of two parcels of land, one with approximately 42.5 acres and one with approximately 90 acres which are to be irrigated under the terms of this agreement. The legal descriptions of the two parcels of land are attached hereto and made a part hereof as Exhibit "A".

Cass County, MO - Web Copy

3. Operation and Maintenance: City has provided the irrigation equipment and appurtenances complete, including pump, irrigation force main and center pivot pads. The City and the Owner will each pay one-half (1/2) of the fuel and oil expense of operating the irrigation system. All other maintenance expenses, including labor and materials for repairs and replacement, and insurance will be the responsibility of the City. Managing and operating the irrigation system will be the responsibility of the Owner.

4. Ownership of Irrigation Equipment: Ownership of the entire irrigation system shall be and remain in the name of the City of Cleveland. At the end of the term of this irrigation agreement, if the City should decide to sell said irrigation equipment, the Owners of the irrigation lands herein described shall have the right of first refusal to purchase the irrigation equipment at such price as the City may offer it for sale. The right to purchase the equipment shall be proportionate to the respective ownership of the lands to be irrigated. Owner shall be granted 20 days notice in writing of the City's intention to sell said irrigation equipment and the terms of said sale. Owners may exercise their right to purchase by either mailing via U.S. Mail with postage prepaid to the Mayor of the City of Cleveland a notice of acceptance or by hand delivering same to the Mayor within said 20 day period.

5. Equipment Replacement: City shall provide replacement of the irrigation system as required and determined by the City. "Replacement" shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the system to maintain the capacity and performance for which the system was designed and constructed. In the event that City and Owner do not agree as to whether or not a particular piece of equipment needs to be replaced, City agrees to request a representative of the Department of Natural Resources to examine same and make a recommendation. If at any time Owner requests that a piece of equipment be replaced and the Department of Natural Resources representative recommends that it be replaced and the City fails to do so, such shall be cause to allow Owner to withdraw from this agreement.

6. Easements: Owner gives and grants to City an easement on and through the herein described lands for the installation, maintenance, repair, replacement and removal of the irrigation supply pipelines.

7. Term: The terms of this Irrigation Agreement shall be for a period of five (5) years from the Effective Date ("Initial Term") and shall automatically renew for four (4) additional five (5) year terms ("Extension Term"), upon the same terms and conditions, unless the Owner notifies the City in writing of its intent not to renew this Contract at least ninety (90) days prior to the expiration of the existing Term.

8. Warranty of Title: Owner covenants to and with City that subject to easements, restrictions and liens of record, Owner is lawfully seized and possessed of the lands and has a good and lawful right and power to enter into this agreement.

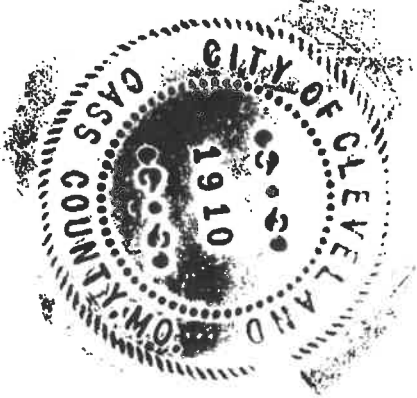
Cass County, MO - Web Copy

9. Covenants by City: City covenants to and with Owner as follows:
- a. That City will maintain system in accordance with Department of Natural Resources regulations and all water quality control standards of the State of Missouri.
 - b. That City will cause the wastewater to be tested at least monthly during the growing season and when advised by Owner immediately prior to Owner's beginning to take water from the wastewater storage basin and City will furnish a copy of the reports to Owner.
 - c. City further agrees to indemnify the owner against all actions, claims or demands for damages of any kind whatever which may arise because of any pollutants or anything else that may be in the waters or alleged to be in the waters which are used for irrigation from the City's wastewater treatment system. In addition, City agrees to indemnify Owner for any losses to crops caused by the wastewater used in the irrigation project other than for any negligence of the Owner. The City is further not indemnifying the Owner as to any lawsuits or actions growing out of chemicals which the Owner has placed upon the crops or upon the lands.
 - d. City further agrees to obtain a general liability insurance policy and to name Owners as additional named insureds relative to the operation of the wastewater irrigation facility.
10. City agrees to designate the wastewater superintendent of the City as the person to contact by the Owners in regard to any problems which may arise out of the operation of this contract.
11. Successors: This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns and shall run with the land described in and set forth on Exhibit "A".
12. Recording: Upon execution of this Irrigation Agreement by both parties, the City shall record a copy of this Agreement with the Cass County Recorder of Deeds office at the City's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Irrigation Agreement on the date and year noted above.

Cass County, MO - Web Copy

CITY OF CLEVELAND	SEBA BROS. FARMS, INC.
By: <u>Patricia A. Masterson</u> Mayor	By: <u>David W. Seba</u> President
Attest: By: <u>Tasneem Nawaz</u> City Clerk	

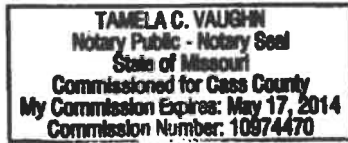


Cass County, MO - Web Copy

STATE OF MISSOURI)
) ss.
COUNTY OF Cass)

On this 16th day of August, 2013, before me, the undersigned Notary Public appeared Patricia A. Masterson, to me personally known, who being by me duly sworn, did say that she is the Mayor of the City of Cleveland, Missouri, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation and said instrument was signed and sealed on behalf of the City of Cleveland by authority of its Board of Aldermen, and said Mayor acknowledged that she signed said instrument as the free act and deed of the City of Cleveland.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in August the day and year first above written.



Tamela C Vaughn
Notary Public

SEAL

Cass County, MO - Web Copy

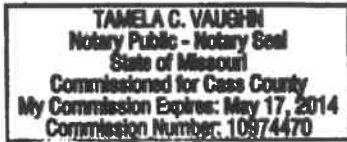
STATE OF MISSOURI)
) ss.
COUNTY OF Cass)

On this 16th day of August, 2013, before me, the undersigned Notary Public appeared David W. Seba, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, and the said David W. Seba further declared himself to be President of Seba Bros. Farms, Inc.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in August the day and year first above written.

Tamela C. Vaughn
Notary Public

SEAL



Cass County, MO - Web Copy

EXHIBIT A

IRRIGATION PROPERTIES DESCRIPTIONS

Seba Bros. Farms, Inc. - Owner

The Southeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter, in Section 34, Township 45, Range 33, in Cass County, Missouri, except the Northwest Quarter of the Southwest Quarter of the Northeast Quarter thereof. Contains 71.1 acres, more or less, subject to the existing County Roads.

All that part of the Southwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, CASS COUNTY, MISSOURI, lying East of the centerline of Missouri State Route D (Holmes Road), as now located and establish, subject to that part thereof included in the right-of-way of said Route D.

Subject to easements, restrictions, reservations, and covenants, now of record, if any.

Exhibit A-1

Mike Medsker, Recorder of Deeds

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here to this 28th day of November, 1967, A.D. REGIONAL REALTY & INVESTMENT CO.
By Eugene C. Brown

(CORPORATE SEAL)
ATTEST Lois Slaymaker (Secretary)

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 28th day of November 1967, A.D. before me appeared Eugene C. Brown, to me personally known, who being by me duly sworn, did say that he is the President of REGIONAL REALTY & INVESTMENT CO., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors, and said Eugene C. Brown acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Geraldine Brennan
Notary Public in and for the County of Jackson, State of Missouri

(SEAL)
My commission expires: 9-17-71

Filed for record this 29th day of November, A.D. 1967 at 11 o'clock 35 minutes A.M.
By E. Brown Deputy Maura Hill Recorder

5-1-3

COMMISSION

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI, AT HARRISONVILLE
No. 3048B

FILED
NOV 20 1967
ELMER V. HOLZICKER
CIRCUIT CLERK CASS CO.

ORDER DECLARING DECREE OF INCORPORATION OF PUBLIC WATER SUPPLY DISTRICT FINAL AND CONCLUSIVE

An election concerning the proposition of incorporating Public Water Supply District of Cass County, Missouri, Number Two, having been duly held on the 18th day of November, 1967; pursuant to the following notice of election duly published as required by law:

NOTICE OF SPECIAL ELECTION OF PUBLIC WATER SUPPLY DISTRICT NO. 2 OF CASS COUNTY MISSOURI

Notice is hereby given that a special election will be held within the limits of Public Water Supply District No. 2 of Cass County, Missouri, the 18th day of November, 1967, at which election there will be submitted to the qualified electors residing within the said Public Water Supply District No. 2 of Cass County, Missouri, the following proposition:

PROPOSITION

Shall the decree of the Circuit Court of Cass County, Missouri, rendered on the 3rd day of November, 1967, incorporating Public Water Supply District No. 2 of Cass County, Missouri, become final and conclusive and shall the Public Water Supply District No. 2 of Cass County, Missouri, be formed and incorporated in accordance with Chapter 247, Revised Statutes of Missouri?

- YES
- NO

Said election shall be held in the five sub-districts of Public Water Supply District No. 2 of Cass County, Missouri, as bounded and described in said decree, at the following polling place: Residence of W. D. Moore, Route #1, Belton, Missouri (four (4) miles south of Belton on Y Highway)

The polls at said election shall be open at the hour of 6:00 A.M. and will continue to be open until the hour of 7:00 P.M. on the day of said election unless the sun shall set after the hour of 7:00 P.M. on said day in which event the polls shall remain open

until sunset,

All persons who are legally qualified voters residing within the boundaries of Public Water Supply District No. 2 of Cass County, Missouri will be entitled to vote at said election.

Given under my hand and seal of the Circuit Court of Cass County, Missouri, pursuant to a decree rendered by said Court on the 3rd day of November 1967, in Re: Petition for the Formation of Public Water Supply District No. 2 of Cass County, Missouri,

Elmer V. Sollicker
By: Ruth A. Garrahan
CIRCUIT CLERK OF CASS COUNTY, MISSOURI

and the court having canvassed the returns of the election, the poll books, ballots, and tally lists, the court finds that at said election there were 240 "YES" votes and 43 "NO" votes, and therefore, the court finds that the proposition submitted at said election was assented to by a two-thirds majority of the qualified electors of the district voting on said proposition.

WHEREFORE, the order of this court incorporating said district is declared final and conclusive.

Wm M. Kimberlin
Judge of the Circuit Court of Cass
County, Missouri

STATE OF MISSOURI)
County of Cass) ss.

I, Elmer V. Sollicker, Clerk of the Circuit Court, within and for the County and State aforesaid, do hereby certify that the above and foregoing is a full and complete copy of the #30459 In Re Formation of Water District IX in the above entitled cause, as the same is on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said court at office in Harrisonville, this 20th day of Nov. 1967.

(Seal) Elmer V. Sollicker, Clerk
By: Ruth A. Garrahan Deputy

Filed for record this 29th day of November, A.D. 1967 at 11 o'clock 55 minutes A.M.

By Ok Allen Deputy

James Full Recorder

cc0000

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI, AT HARRISONVILLE
No. 30459

FILED
NOV 30 1967
ELMER V. SOLLICKER
CIRCUIT CLERK, CASS CO.

DECREE OF INCORPORATION OF A PUBLIC WATER SUPPLY DISTRICT

Now, on this 3rd day of November, 1967, the same being a regular judicial day of this Court, a hearing was had on the petition for the formation of a public water supply district filed with the Clerk of this Court on the 7th day of August, 1967, such hearing having been continued from October 16, 1967 by the Court to this date.

The Court, being fully advised in the premises, finds:

That the petition in due and proper form, signed by at least fifty owners of land within the boundaries of the proposed district and certified by one of the signers of the petition, has been filed in duplicate with the Clerk of this Court, accompanied by a cash deposit of Fifty Dollars.

That due notice of said hearing has been signed by the Clerk of this Court and published in the Belton Star Herald, a weekly newspaper of general circulation of this county for three (3) consecutive, successive issues, the last such date of publication being the 28th day of September, 1967, as provided by law.

That exceptions to the formation of a district were made by the City of Belton, Missouri; that a stipulation has been entered into between the City of Belton, Missouri,

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Belton, relative to the proposed boundaries of the district wherein the boundaries are agreed upon; that said stipulation is offered and received in evidence.

That it is in the public interest to form such district with boundaries as set forth herein.

The Court Orders and Decrees:

That said petition is hereby granted and said public water supply district to be hereafter officially known as Public Water Supply District No. 2 of Cass County, Missouri, is hereby incorporated.

That the boundaries of said district shall be as follows:

A tract of land in the Northwest Section of Cass County described as follows: Beginning at the intersection of the state line between Missouri and Kansas and the north line of Section 18, Township 46N, Range 33W; thence, south along the state line to the intersection of the state line and the East-West centerline of Section 29, Township 45N, Range 33W; thence, east along the East-West centerline of said Section 29 and the East-West centerline of Sections 28 and 27, Township 45N, Range 33W, to an intersection with the North-South centerline of said Section 27; thence, north along the North-South centerline along said Section 27 and the North-South centerline of Sections 22 and 15, Township 45N, Range 33W, to the East-West centerline of said Section 15; thence, east on the East-West centerline of said Section 15 and Sections 14 and 13 in Township 45N, Range 33W, and Section 18, Township 45N, Range 32W, to the North-South centerline of said Section 18; thence, north on the North-South centerline of Section 18 and 7 and 6, Township 45N, Range 32W, and Sections 31, 30 and 19, Township 46N, Range 32W, to where the North-South centerline intercepts the East-West centerline of the north half of said Section 19; thence, west on the East-West centerline of the north half of Section 19 and the East-West centerline of the north half of Section 24, Township 46N, Range 33W, to intersection with the North-South centerline of the Northwest Quarter of said Section 24; thence, south on the North-South centerline of the Northwest Quarter of said Section 24 to the intersection with the East-West centerline of said Section 24; thence, west on the East-West centerline of said Section 24 and the East-West centerline of Sections 23 and 22, Township 46N, Range 33W, to the North-South centerline of said Section 22; thence, north on the North-South centerline of said Section 22 to its intersection with the East-West centerline of the Northwest Quarter of said Section 22; thence, west on the East-West centerline of the Northwest Quarter of said Section 22 and continuing on the East-West centerline of the Northeast Quarter of Section 21, township 46N, Range 33W, to the North-South centerline of the Northeast Quarter of said Section 21; thence, north on the North-South centerline of the Northeast Quarter of said section 21 and the North-South centerline of the Southeast Quarter of Section 16, Township 46N, Range 33W, to its intersection with the East-West centerline of said Section 16; thence, west on the East-West centerline of said Section 16 and the East-West centerline of Section 17, Township 46N, Range 33W, to the North-South centerline of said Section 17; thence, north on the North-South centerline of Section 17 to the north line of Section 17; thence, west on the north line of Section 17 and Section 18, township 46N, Range 33W, to the point of beginning which is the intersection of said north line and the state line between Missouri and Kansas.

That the said district be and the same is hereby divided into five sub-districts of approximately the same area, numbered and bounded as follows:

Sub-district One (1):

Beginning at the intersection of the state line between Missouri and Kansas

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and the East-West centerline of Section 8, Township 45N, Range 33W; thence, south along the state line to the intersection of the state line and the East-West centerline of Section 29, Township 45N, Range 33W; thence, east along the East-West centerline of said Section 29 and the East-West centerline of Sections 28 and 27, Township 45N, Range 33W, to an intersection with the North-South centerline of said Section 27; thence, north along the North-South centerline of said Section 27 and the North-South centerline of Sections 22 and 13, Township 45N, Range 33W, to the East-West centerline of said Section 15; thence, west along the East-West centerline of said Section 15 to the west line of Section 18; thence, north along the west line of said Section 15 and Section 10, Township 45N, Range 33W, to the East-West centerline of Section 9; thence, west along the East-West centerline of Sections 9 and 8, Township 45N, Range 33W, to the state line between Missouri and Kansas, the point of beginning, all of said lands being in Cass County, Missouri.

Sub-district Two (2):

Beginning at the northeast corner of the Southwest Quarter of Section 15, Township 45N, Range 33W; thence, east along the East-West centerline of said Section 15 and the East-West centerline of Section 14 and Section 13, Township 45N, Range 33W, and the East-West centerline of Section 18, Township 45N, Range 32W, to the North-South centerline of said Section 10; thence, north on the North-South centerline of Section 18 and Sections 7 and 6, Township 45N, Range 32W, to the north line of said Section 6; thence, west on the north line of Section 6, and the north line of Sections 1 and 2, Township 45N, Range 33W, to the northwest corner of said Section 2; thence, south along the west line of Section 2 and Section 11 to the East-West centerline of said Section 11; thence, west on the East-West centerline of Section 10, Township 45N, Range 33W, to the west line of said Section 10; thence, south along the west line of said Section 10 and Section 15, Township 45N, Range 33W, to the East-West centerline of Section 15; thence, east on the East-West centerline of said Section 15 to the northeast corner of the Southwest Quarter of said Section 15; the point of beginning, all of said lands being in Cass County, Missouri.

Sub-district Three (3):

Beginning at a point at the northeast corner of the Northwest Quarter of Section 6, Township 46N, Range 32W; thence, north along the North-South centerline of Sections 21, 30 and 19, Township 46N, Range 32W, to where the North-South centerline intersects the East-West centerline of the north half of said Section 19; thence, west on the East-West centerline of the north half of Section 19 and the East-West centerline of the north half of Section 24, Township 46N, Range 33W, to the intersection with the North-South centerline of the Northwest Quarter of said Section 24; thence, south on the North-South centerline of the Northwest Quarter of said Section 24 to the intersection with the East-West centerline of said Section 24; thence, west on the East-West centerline of Section 24 and the East-West centerline of Section 23, Township 46N, Range 33W to the West line of said Section 23; thence, south on the west line of Sections 23, 26 and 35, Township 46N, Range 33W, to the south line of Section 35; thence, east on the south line of Sections 35 and 36, Township 46N, Range 33W, and the south line of Section 31, Township 46N, Range 32W, to the southeast corner of the Northwest Quarter of said Section 31, the point of beginning, all of said lands being in Cass County, Missouri.

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Sub-district Four (4):

Beginning at a point in the northeast corner of the Southeast Quarter of Section 22, Township 46N, Range 33W; thence, west on the East-West centerline of Section 22, Township 46N, Range 33W, to the North-South centerline of said Section 22; thence, north on the North-South centerline of said Section 22 to its intersection with the East-West centerline of the Northwest Quarter of said Section 22; thence, west on the East-West centerline of the Northwest Quarter of Section 22 and continuing on the East-West centerline of the Northeast Quarter of Section 21, Township 46N, Range 33W, to the North-South centerline of the Northeast Quarter of said Section 21; thence, north on the North-South centerline of the Northeast Quarter of said Section 21 and the North-South centerline of the Southeast Quarter of Section 16, Township 46N, Range 33W, to its intersection with the East-West centerline of said Section 16; thence, west on the East-West centerline of Section 16 to the west line of said Section 16; thence, south on the west line of Sections 16, 21, 26 and 33, Township 46N, Range 33W and the west line of Sections 4 and 9, Township 45N, Range 33W, to the East-West centerline of said Section 9; thence, east along the East-West centerline of said Sections 9 and 10 to the east line of said Section 10; thence, north along the east line of Sections 10 and 1, Township 45N, Range 33W and the east line of Sections 34, 27 and 22 to the northeast corner of the Southeast Quarter of said Section 22, the point of beginning, all of said lands being in Cass County, Missouri.

Sub-district Five (5):

Beginning at the intersection of the state line between Missouri and Kansas and the north line of Section 18, Township 46N, Range 33W; thence, south along the state line to the intersection of the state line and the East-West centerline of Section 8, Township 45N, Range 33W; thence, east on the East-West centerline of said Section 8 to the east line of Section 8; thence, north along the east line of Sections 8 and 5, Township 45N, Range 33W and the east line of Sections 32, 29, 20 and 17, Township 46N, Range 33W to the north line of Section 17; thence, west on the north line of said Section 17 and the north line of Section 18, Township 46N, Range 33W, to the state line, the point of beginning, all of said lands being in Cass County, Missouri.

That the first Board of Directors of said district shall consist of five resident freeholders, one from each sub-district, to serve terms as members of the Board as follows:

- Sub-district One (1): V. O. Zumwalt - One (1) Year.
- Sub-district Two (2): Kenneth Groh - Two (2) years.
- Sub-district Three (3): Elmer Spies - Two (2) years.
- Sub-district Four (4): W. D. Sanders - Three (3) Years
- Sub-district Five (5): Cliff Johnston, Jr. - Three (3) years.

It is Further Ordered and Decreed:

That this decree shall not become final and conclusive until it shall have been assented to by a majority of two-thirds of the qualified voters residing within the boundaries of Public Water Supply District No. 2 of Cass County, Missouri, voting at an election of such qualified voters, such election to be held on the 18th day of November, 1967.

The polling place shall be: Residence of W. D. Moore, Route #1, Belton, Missouri

The judges and clerks of the election shall be:

Judges:	D. A. Fields	Clerks:	Mildred H. Smith
	H. A. Peck		Margaret Wade

Alternates:
E. W. Fuller
Dick Brown

Alternates:
Ethel Brown
Mrs. Wayne D. Moore

The form of the ballot to be used at the election shall be as follows:

OFFICIAL BALLOT

SPECIAL ELECTION

Public Water Supply District No. 2 of Cass County, Missouri

DATE OF ELECTION: November 18, 1967

Instructions to Voters: To vote in favor of the proposition submitted upon this ballot, place a cross (X) mark in the square opposite the word "Yes," and to vote against the proposition submitted upon this ballot, place a cross (X) mark in the square opposite the word "No."

PROPOSITION

Shall the decree of the Circuit Court of Cass County, Missouri, rendered on the 3rd day of November, 1967, incorporating Public Water Supply District No. 2 of Cass County Missouri, become final and conclusive and shall the Public Water Supply District No. 2 of Cass County, Missouri, be formed and incorporated in accordance with Chapter 247, Revised Statutes of Missouri:

- YES
- NO

Notice of said election shall be given by the Clerk of this Court and published as required by law. The results of the election shall be certified to this Court by the judges and clerks of election above named.

Wm M. Kimberlin
Judge

STATE OF MISSOURI)
County of Cass) ss..

I, Elmer V. Zollicker, Clerk of the Circuit Court, within and for the County and State aforesaid, do hereby certify that the above and foregoing is a full and complete copy of the #30459 IN Re: Water District #2 in the above entitled cause, as the same is on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office in Harrisonville, this 29th day of November, 1967.

(Seal) Elmer V. Zollicker, Clerk
By: Ruth A. Corrahan Deputy

Filed for record this 29th day of November, A.D. 1967 at 11 o'clock 37 minutes AM

By: Ed Allen Deputy Recorder

ooOoo

Affidavit

I, the undersigned, do hereby certify that I am well acquainted with Charlie Luther, Garden City, Missouri, and have known him for more than 13 years, and know that he is one and the same person as C. B. Luther, co-grantee in warranty deed recorded in Book 519, page 161, in the records of the Recorder of Deeds, Cass County, Harrisonville, Missouri.

Carl B. Abbott

State of Missouri)
County of Cass)

Subscribed and sworn to before me this the 30th day of November, 1967

(Seal) Lois L. Wainwright
Notary Public

My Commission expires Sept 1, 1970

Filed for record this 30th day of November, 1967

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Cass County, MO - Web Copy

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI
IN RE: PUBLIC WATER SUPPLY DISTRICT NO. 2,
OF CASS COUNTY, MISSOURI No. 30459

ORDER DECLARING DECREE EXTENDING AND ENLARGING THE BOUNDARIES
OF PUBLIC WATER SUPPLY DISTRICT NO. 2,
OF CASS COUNTY, MISSOURI TO
BE FINAL AND CONCLUSIVE

NOW, on this 15th day of June, 1992, the Court finds that an election was duly held on the 3rd day of March, 1992, upon the proposition of extending and enlarging the boundaries of Public Water Supply District No. 2, of Cass County, Missouri, and the returns have been duly certified to the Court by Judges and Clerks of said election.

Upon canvassing such returns, the Court finds that 80 voters voted for the Proposition and 8 voters voted against the Proposition.

The Court further finds that the Proposition submitted at said election has been assented to by a majority of two-thirds (2/3rds) of the qualified voters of the District voting on the Proposition at such election; and that said election has been properly held in accordance with law.

The Court further finds that the boundary lines of certain sub-districts should be modified and rearranged as follows:

The boundary of Sub-district No. 2 shall be legally described as follows:

Beginning at the Southwest Corner of the North Half of Section 15, Township 45, Range 33, and running thence North along the West line of Section 15, Section 10 and

Cass County, MO - Web Copy

Section 3 to the Northwest corner of Section 3, Township 45, Range 33; running thence East along the North line of Section 3, Section 2 and Section 1, Township 45, Range 33, and continuing East along the North line of Section 6, Township 45, Range 32 to the Northeast corner of the West Half of said Section 6, Township 45, Range 32; thence South along the East line of the West Half of said Section 6 and the East line of the West Half of Section 7 and the East line of the West Half of Section 18 to the center of Section 18, Township 45, Range 32; thence West along the South line of the Northwest Quarter of said Section 18 to the Southwest corner of the Northwest Quarter of Section 18, Township 45, Range 32; thence continuing West along the South line of the North Half of Section 13, Township 45, Range 33 and the South line of the North Half of Section 14 and the South line of the North Half of Section 15 to the Southwest corner of the North Half of Section 15, Township 45, Range 33, which is the Point of Beginning.

The boundary of Sub-district No. 3 shall be legally described as follows:

Beginning at the Southwest corner of Section 36, Township 46, Range 33 and run thence North along the West line of said Section 36, the West line of Section 25 and the West line of Section 24 to the Northwest corner of the South Half of Section 24, Township 45, Range 33; thence East to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence North to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence East along the North line of the Southeast Quarter of the Northwest Quarter of Section 24 and the North line of the South Half of the Northeast Quarter of Section 24 to the Northeast corner of the South Half of the Northeast Quarter of Section 24, Township 46, Range 33; thence continuing East along the North line of the South Half of the Northwest Quarter of Section 19, Township 46, Range 32 to the Northeast corner of the South Half of the Northwest Quarter of said Section 19; thence South along the East line of the West Half of said Section 19 to the Southeast corner of the Southwest Quarter of said Section 19, Township 46, Range 32; thence East along the North line of Section 30, Township 46, Range 32 to the point of intersection of the North line of said Section 30 and the West right of way line of U. S. Highway 71, as now located and established; thence Southeasterly following the West right of way line of U. S. Highway 71 through Section 30, Section 29, Section 32, Township 46, Range 32 and continuing Southeasterly along the West right of way line of said Highway 71 through Section 5, Section 4 and Section 9, Township 45, Range 32 to the point of intersection of the Westerly right of way line of said

Cass County, MO - Web Copy

Highway 71 and the East line of the Northwest Quarter of Section 9, Township 45, Range 32; thence South along the East line of the West Half of said Section 9 to the center of said Section 9; thence West along the North line of the Southwest Quarter of said Section 9 to a point 647.7 feet East of the East right of way line of Old Highway 71; thence South a distance of 409 feet; thence West a distance of 417.7 feet to a point in the East right of way line of said Old Highway 71; thence Northwesterly along the East right of way line of said highway a distance of 466.8 feet to the North line of the Southwest Quarter of said Section 9; thence West along the North line of the Southwest Quarter of said Section 9 to the West line of said Section; thence continuing West along the South line of the Northeast Quarter of Section 8, Township 45, Range 32, a distance of 200 feet; thence North and parallel to the East line of said Section 8 to a point 200 feet West of the Northeast corner of said Section 8; thence West along the South line of Section 5 and Section 6 to the Southwest corner of the East Half of said Section 6; thence North along the West line of the East Half of said Section 6 to the Northwest corner of the East Half of said Section 6, Township 45, Range 32; thence West along the South line of Section 31, and the South line of Section 36, Township 46, Range 33 to the Southwest corner of Section 36, Township 46, Range 33 which is the Point of Beginning.

The boundary of Sub-district No. 4 shall be legally described as follows:

Beginning at the Southwest corner of the North Half of Section 9, Township 45, Range 33 and run thence North along the West line of Section 9 and Section 4 to the Northwest corner of Section 4, Township 45, Range 33; thence continuing North along the West line of Section 33, Section 28, Section 21 and Section 16, Township 46, Range 33 to the Northwest corner of the South Half of said Section 16; thence East along the North line of the South Half of said Section 16 to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 16; thence South along the Quarter Quarter Section line to the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 21; thence East along the North line of the Southeast Quarter of the Northeast Quarter of Section 21 and the North line of the South Half of the Northwest Quarter of Section 22, Township 46, Range 33 to the Northeast corner of the South Half of the Northwest Quarter of said Section 22; thence South to the center of said Section 22; thence East along the North line of the South Half of Section 22 and the North line of the South Half of Section 23 to the Northeast corner of the South Half of said Section 23; thence South along the East line of Section 23, the

Cass County, MO - Web Copy

East line of Section 26 and the East line of Section 35 to the Southeast corner of Section 35, Township 46, Range 33; thence West along the South line of Section 35 and Section 34 to the Southwest corner of Section 34, Township 46, Range 33; thence South along the East line of Section 4 and the East line of Section 9, Township 45, Range 33 to the Southeast corner of the North Half of said Section 9; thence West along the South line of the North Half of said Section 9 to the Southwest corner of the North Half of Section 9, Township 45, Range 33, which is the Point of Beginning.

The boundaries of Sub-district No. 1 and Sub-district No. 5 shall remain unchanged.

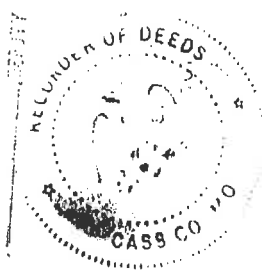
IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that the Decree extending and enlarging the boundaries of Public Water Supply District No. 2, of Cass County, Missouri, heretofore entered by this Court on October 7, 1991, be, and the same is hereby declared to be final and conclusive.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the boundaries of certain Sub-districts be modified and changed in accordance with the legal descriptions hereinabove set forth.

[Signature]
Circuit Judge
Division 1
Seventeenth Judicial Circuit

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EASEMENT CONVEYANCE

(INDIVIDUAL)

This contract, made on this 19th day of October, 1948, by and between George E. Myers and Exie N. Myers of the County of Cass and State of Missouri, parties of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part.

Witnesseth:

The parties of the first part in consideration of the sum of One Dollars and other good and valuable considerations in cash to them in hand paid, the receipt of which is hereby acknowledged, by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and lines for the transmission and conveyance of electrical energy and for communication purposes, wire, along and across the following lands in the County of Cass and State of Missouri, viz:

A strip of land four (4) feet in width, the center line of which is described as follows: Beginning on the West line of the public road which lies along the East side of the Southeast quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty three (33) Township Forty-five (45) Range Thirty three (33) at a point approximately four hundred fifty one (451) feet North of the North line of the public road which lies along the South side of said quarter (1/4) quarter (1/2) section thence West a distance of one hundred twenty five (125) feet.

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To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In testimony whereof, the parties of the first part have hereunto set our hands and seal the day and year above written.

George E. Myers

Exie N. Myers

State of Missouri }
County of Cass }

Frank Lacy

Notary Public within and for the county aforesaid, do hereby certify that on this 19th day of October, A. D. 1948, before me personally appeared within the county aforesaid George E. Myers and Exie N. Myers to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 1st day of August, A. D. 1951.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 10882 (SEAL) Frank Lacy
Cass County adjoins Jackson County, Missouri Notary Public County of Jackson State of Missouri

Filed for record this 19th day of January, A. D. 1949, at 11:55 Minutes P.M.
By Jackson Needer Deputy Recorder

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION OF One and 2/3% Dollars to firm in hand paid, receipt of which is hereby acknowledged, and the further consideration of nil cents per rod, to be paid when pipe line hereinafter specified is laid, J. J. Morgan, E. L. Morgan and W. E. Morgan

do hereby grant to H. F. BISCHELL, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas at Tulsa Oklahoma, its successors

Cass County, State of Missouri, to-wit: Pipe line to pass within 2.2 feet south of and 2.2 feet west of the center of the road at the N.E. corner 1/4 of N.E. 1/4 not cutting enclosed field at said N.E. corner

with ingress and egress to and from the same for all purposes necessary in connection with the construction, maintenance and operation of said pipe line and to grant and release from the said grantor, heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee, his heirs or assigns, who hereby agree to pay any damages which may hereafter arise from the laying, maintaining and operating said pipe line; said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, his heirs or assigns, one by the said grantee, his heirs or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed, that the said grantor, his heirs or assigns, may at any time lay an additional line or lines of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of pipes, the damage, if any, in making such change to be paid by the said grantor, his heirs or assigns. If the work in pursuance of this instrument is not completed within twelve months from the date hereof, it shall become null and void. All payments which may become due under this contract may be made directly to the grantor or herein or deposited to the credit in the bank of

and we hereby release and waive all rights under and by virtue of the Home-Steal Exemption Laws of this State, work in pursuance of this instrument, shall commence within twelve months from the date hereof, or the said grantee, its successors or assigns, shall within such time, survey and definitely locate the route of said pipe line across said premises until paid said nil cent. per rod according to said survey and location, otherwise this instrument shall be null and void.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 28th day of March, A. D. 1917. (1) Harry N Horner (2) J. J. Morgan, E. L. Morgan, W. E. Morgan

STATE OF Missouri COUNTY OF Cass Notary Public within and for the County and State aforesaid do hereby certify that on this 29 day of March, 1917, before me personally appeared E. L. Morgan and W. E. Morgan who are personally known to me to be the same person described in and whose names subscribed to and who executed the foregoing instrument and duly acknowledged to me that they signed, sealed and delivered the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

In and for the above signers, C. E. Hooksday, Justice of the Peace, Notary Public, Filed for record 29 April 1917, at 7 o'clock, P.M. 42 mi. N. M.

227

FOR AND in in after specified do hereby in correct main C N.E. with ingress and egress and take H. F. BISCHELL said damage if or assigns, one h or exclusive. And of the first line. give the damage shall commence directly to the H. F. BISCHELL IN WITNESS Signed, sealed Harry N Horner (1) Geo W. H. STATE OF MISSOURI COUNTY OF Cass Notary Public within and for the County and State aforesaid do hereby who are and duly acknowledged and purposes thereof My commission expires Filed for record

(SEAL)

My commission expires: Nov. 25, 1948.
400820

Jo Ann Yanny,
Notary Public, in and for
County and State of

Filed for record this 5 day of August, A.D. 1955 at 3 o'clock 10 minutes P.M.

By Quinn C. Camp Deputy

00000600

W.D. Powell Recorder

COMP. 150

ASSIGNMENT OF RIGHTS OF WAY

KNOW ALL MEN BY THESE PRESENTS, THAT *For Release as 24. 224. 13 494*
SERVICE PIPE LINE COMPANY, a Maine corporation, with its principal office in Tulsa, Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, all cash to it in hand paid by O.R. BURDEN CONSTRUCTION CORP., a Delaware corporation, receipt of which is hereby acknowledged, has bargained, sold, transferred, and assigned and by these presents does bargain, sell, transfer, and assign unto O.R. Burden Construction Corp., all of Service Pipe Line Company's right, title and interest in all those certain rights-of-way easements owned by Service Pipe Line Company situated in Cass County, Missouri, and more particularly described in that certain list of pipe line rights-of-way easements marked Exhibit "A" and attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto O.R. Burden Construction Corp., its successors and assigns forever, subject nevertheless to the terms, conditions, and provisions of said rights-of-way easements, and Service Pipe Line Company for and on behalf of itself, its successors and assigns, hereby warrants its title under said rights-of-way easements against the claims of any person claiming by, through or under it, but not other wise.

It is understood and agreed that this assignment of rights of way shall be effective as of August 1, 1955.

WITNESS the hand and seal of Service Pipe Line Company at Tulsa, Oklahoma, this 5th day of August, A.D. 1955.

(CORPORATE SEAL)
ATTEST:
R.E. Anuska,
Asst. Secretary

SERVICE PIPE LINE COMPANY
By J.L. Shoemaker,
Financial Vice President

U.S. REVENUE herewith attached for \$1.65.
400820

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, a Notary Public, on this day personally appeared J.L. Shoemaker, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Financial Vice President, of Service Pipe Line Company, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 5th day of August, 1955.

(SEAL) My commission expires: Feb. 27, 1956.

Adorine M. Maloney,
Notary Public

STATE OF OKLAHOMA)
COUNTY OF TULSA)
Before me, a Notary Public, on this day personally appeared

4000

004

EXHIBIT 'A'

EVENTS OF KEY EASEMENTS
ASSIGNED TO O.R. BUNNEN CONSTRUCTION CORP.

Cass County Missouri

GRANTOR	GRANTEE	DESCRIPTION	S.E.C. TWP. R.E.B.	CONTRACT DATED	RECORDED	SERIES 3343 SERIES LIST NO.
Bernadet Alderson Sarah Alderson	H.F. Sinclair	NE 1/4 NE 1/4 SW 1/4 SW 1/4	29 45 33 20 45 33	Mar. 7, 1917	Bk. 227 pg. 127	1971
T.J. Dalton Maggie A. Dalton	" "	1/2 NE 1/4 & W 25 ac of NW 1/4 NE 1/4 1/2 SW 1/4 & W 25 ac of SW 1/4 SW 1/4	29 45 33 20 45 33	Mar. 27, 1917	Bk. 227 pg. 126	1992
I.S. McFarl	Sinclair - Goddaby P.L.Co.	All of NW 1/4 NE 1/4 E of RR R/W	29 45 33	Mar. 28, 1917	Bk. 227, pg. 129	1974
H. Hanson Thera Hanson	H.F. Sinclair	SW 1/4 NE 1/4 NE 1/4 NE 1/4 NW 1/4 NE 1/4 All of SW 1/4 of T.C.S. RR	29 45 33 29 45 33 29 45 33 29 45 33	Mar. 7, 1917	Bk. 227, pg. 128	1975
A.W. J. Edelen Lola Edelen F.P. Benson Lydia Hanson	Sinclair-Godaby P.L.Co. H.F. Sinclair "	N 1/2 SW 1/4 & NE corner of SW 1/4 SW 1/4 All SW 1/4 west of R.C. R/W SW 1/4 NE 1/4 West of R.C. S.W.R. E 1/2 SW 1/4 SW 1/4 SW 1/4 SW 1/4 NE 1/4	28 45 33 28 45 33 29 45 33 29 45 33 29 45 33 28 45 33 28 45 33	Mar. 28, 1917 Mar. 7, 1917	Bk. 227, pg. 126 Bk. 227, pg. 124	1976 X 1976-1 1976-2 1977-1
R.H. Sures H.S. Sures	H.F. Sinclair	NE 1/4 NE 1/4	33 45 33	Mar. 16, 1917	Bk. 227, pg. 123 X	1978
J.J. Morgan Anna B. Morgan T.S. Morgan Ella K. Morgan	Sinclair-Godaby P.L.Co. Starvelim Pipe Line Company	Pipe line to pass within 20 feet south of & 80 ft. west the center of the road at the NEC of SW 1/4 NE 1/4	33 45 33	Mar. 28, 1917	Bk. 227, pg. 122	1979
J.J. Morgan Anna B. Morgan T.S. Morgan Ella K. Morgan	Starvelim Pipe Line Company	SW 1/4 NE 1/4	33 45 33	Dec. 16, 1941	Bk. 329 pg. 476 X	1979
Rachin Coble	H.F. Sinclair	SW 1/4 NE 1/4	34 45 33	Feb. 8, 1917	Bk. 227, pg. 121	1980
Loren Brown Mary L. Brown	Starvelim Pipe Line Company	NE 1/4 NE 1/4 SW 1/4	39 45 33	Mar. 18, 1941	Bk. 329, pg. 477	1980-4

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DEED FOR	GRANTEES	DESCRIPTION	SEC. TWP. RGE.	CONTRACT DIST. NO.	RECORDED	SERIES 33A1 LINE INSTR. NO.
Patrick C. Luke A. Stone	Steadfast-Whitby P.L.Co.	1/2 sec. 8 ac. 1/2 sec. 1/2 sec.	36 45 33	Mar. 29, 1917	Bk. 227, pg. 120	1981
H.C. Smith H.C. Smith	H.F. Steinhilber	1/2 Lot 7 of blk. 10 acres sec. 4 of S1/2 S2E	3 44 33 36 45 33	Mar. 15, 1917	Bk. 227, pg. 118	1982
Henry C. & Rosa H. Smith H.C. & Rosa Smith	H.F. Steinhilber	120 acres a out S1/2 120 acres out E1/2	35 45 33 34 45 33	Jan. 27, 1917	Bk. 227, pg. 119	1982 1982-4
A.J. Simpson Elizabeth Simpson	" "	180 ac. Lot 8 & 7 NE1/4 43 ac. R1/2 Lot 7 NW1/4	3 44 33 3 44 33	Jan. 18, 1917	Bk. 227, pg. 116	1983
A.J. Simpson Elizabeth Simpson	Steadfast-Whitby P.L.Co.	180 ac. Lot 6 & 7 NE1/4 43 ac. S1/2 of Lot 7 NW1/4	3 44 33 3 44 33	Mar. 26, 1918	Bk. 227, pg. 135	1983
Henry C. Smith Rosa H. Smith	" "	10 ac. S1/2 E port S1/2 S1/2 10 ac. S1/2 E side of E1/2 Lot 7, NW1/4	35 45 33 3 44 33	Feb. 8, 1917	Bk. 227, pg. 117	1983-4
Henry C. Smith Rosa H. Smith	" "	1/2 Lot 6, NW1/4	2 44 33	Dec. 27, 1916	Bk. 227, pg. 115	1984
Henry C. Smith Rosa H. Smith	" "	1/2 Lot 6, NW1/4	2 44 33	Jan. 17, 1917	not recorded	1984
J.A. Bradley Ida V. Bradley	" "	1/2 Lot 5 of NW1/4	2 44 33	Jan. 13, 1917	Bk. 227, pg. 113	1985
J.A. Bradley Ida V. Bradley	Steadfast-Whitby Pipe Line Co.	1/2 of Lot 5 NW1/4	2 44 33	Mar. 26, 1918	Bk. 227, pg. 132	1985
Harrold Fitzmaurice F.L. Fitzmaurice	" "	1/2 Lot 5 NW1/4	2 44 33	Mar. 29, 1917	Bk. 227, pg. 114	1986
J.A. Bradley Ida V. Bradley	H.F. Steinhilber	1/2 Lot 3 & 4 of NW1/4	2 44 33	Mar. 15, 1917	Bk. 227, pg. 112	1987
H.L. Cook H.F. Steinhilber	Steadfast-Whitby Pipe Line Co.	3 NW1/4 & 1/2 Lot 4 NW1/4	2 44 33	Mar. 30, 1917	Bk. 227, pg. 111	1988
Edna Wiley Edna Wiley	H.F. Steinhilber	Lot 1 & 2 NE1/4	2 44 33	Mar. 15, 1917	Bk. 227, pg. 110	1988
E.T. Anderson Acacia L. Anderson	H.F. Steinhilber	Lot 2 NW1/4	2 44 33	Mar. 12, 1917	Bk. 227, pg. 109	1990
J.T. Hallbeck John P. Hallbeck	" "	1/2 a. 1/2 Lot 1 NW1/4 and 7/8 a. Lot 2, Sec. 6 a. of T. NW1/4	1 44 33	Mar. 3, 1917	Bk. 227, pg. 108	1991
Onaway Tower Onaway Tower	" "	1/2 a. 1/2 Lot 1 NW1/4 and 7/8 a. Lot 2, Sec. 6 a. of T. NW1/4	1 44 33	Jan. 25, 1917	Bk. 227, pg. 107	1992
Metropolitan Life Ins. Co.	Standard Pipe Line Company	1/2 a. 1/2 Lot 1 NW1/4 and 7/8 a. Lot 2, Sec. 6 a. of T. NW1/4	1 44 33	June 19, 1912	not recorded	1992

Filed for record this 8 day of August, A.D. 1988 at 11 o'clock 08 minutes P.M.
By Lucas Van Camp Deputy Recorder

COMPLAINT

NOTARIAL

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Comes now Earnest E. Simpson, of lawful age, being first duly sworn on his oath, states that he and his wife, Charlotte C. Simpson are the absolute owners in fee simple of the following described real estate, situate in Cass County, Missouri, to-wit:

A part of the West Half of the Southeast Quarter of Section 29, in Township 46, of Range 30, described as follows: Beginning at a point on the West line of the West Half of the Southeast Quarter of said Section, at a point 13.86 chains South of the Northwest corner (i.e. proof); running thence, South along said line to point of intersection with the Northerly line of the right-of-way of the Missouri Pacific Railroad Company; thence, in a Southeasterly direction along the Northerly line of said right-of-way to point of intersection with the East line of the West half of the Southeast Quarter of said Section; thence, North along said line to a point due East of the place of beginning; thence, West to the place of beginning.

Affiant states that he is the son, and only child of Josephine Schaefer Simpson, his mother, deceased; that his mother was the daughter of John Schaefer, deceased. Affiant states that his grandfather, John Schaefer, whose Last Will and Testament is recorded in Book 162, Page 526, Recorder of Deeds Office, Cass County, Missouri, left as his sole and only heirs at law the following: Josephine Schaefer, widow; John Schaefer, son; Joseph Schaefer, son; Earnest Schaefer, son; and this affiant, grandson, and child of Josephine Schaefer Simpson, deceased daughter of John Schaefer, deceased. Affiant further states that John Schaefer, deceased, left no other child or children, or descendants of deceased child or children, either natural or adopted, and that Josephine Schaefer, wife of John Schaefer is now deceased.

Affiant further states that the above described real estate was purchased by John Schaefer, April 10th, 1883; that said land has been in the family of John Schaefer and his heirs continuously for more than seventy-two (72) years; that he, the affiant and those under whom he claims title have held open, notorious, continuous, and absolute possession of said real estate since the year 1883.

Further affiant saith not.

Earnest E. Simpson
Affiant
of August, 1955.

Subscribed and sworn to before me this 8th day

Marian E. DeShazer
Notary Public

(SSEAL)
My Commission Expires: November 8th, 1957

Filed for record this 9th day of August, A.D. 1955 at 10 o'clock 15 minutes A.M.

Lawrence Van Camp Deputy W.D. Russell Recorder
00000000

400

EASEMENT CONVEYANCE

This contract, made on this 22nd day of February 1945, by and between Howard L. Walker and Ada M. Walker of the County of Cass and State of Missouri, part 1st part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part.

The parties of the first part in consideration of the sum of ONE Dollar and 00/100 good and valuable consideration to them in hand paid, the receipt of which is hereby acknowledged by these presents, give, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the transmission and conveyance of electrical energy and for communication purposes, over, along and across the following lands in the County of Cass and State of Missouri, viz: One (1) Service pole eight (8) feet west of the west line of county road on the east side of the Northeast quarter (NE 1/4) of Section Fifteen (15), Township Forty-five (45), Range Thirty-three (33) at a point approximately four hundred twenty five (425) feet south of the north line of said quarter section and one (1) guy and anchor extending twenty (20) feet west of said pole.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, so long as the same may be used for such purposes.

In testimony whereof, we have hereunto set our hands and seal the day and year above written. Howard L. Walker, Ada M. Walker

State of Missouri } County of Cass }

I, Frank Laay, a Notary Public within and for the county aforesaid, do hereby certify that on this 26th day of March A. D. 1945 before me personally appeared within the county aforesaid Howard L. Walker and Ada M. Walker to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 1st day of August A. D. 1947.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 33076

(SEAL) Frank Laay

Cass County adjoins Jackson County, Mo.,

Notary Public Jackson County Missouri

Filed for record this 29th day of April A. D. 1945 at 11 o'clock 15 Minutes A. M. by Dora Barnard Deputy R. C. Kumbulua Recorder

EASEMENT CONVEYANCE

This contract, made on this 30th day of October 1945, by and between Cheviere G. Wandleton of the County of Johnson and State of Kansas part 1st part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part.

The parties of the first part in consideration of the sum of ONE Dollar and 00/100 good and valuable consideration to them in hand paid, the receipt of which is hereby acknowledged by these presents, give, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the transmission and conveyance of electrical energy and for communication purposes, over, along and across the following lands in the County of Cass and State of Missouri, viz: The north six (6) feet of that part of the east half (E 1/2) of the southeast quarter (SE 1/4) of Section twenty-eight (28), Township Forty-five (45), Range Thirty-three (33) lying south of and adjacent to the south line of County road in the center of said tract. Also the right to cut, top and trim trees and brush, now or at any future time to provide clearance for the line.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, so long as the same may be used for such purposes.

In testimony whereof, we have hereunto set our hands and seal the day and year above written. L. T. Wandleton

Mrs. L. T. (Cheviere) Wandleton

State of Kansas } County of Johnson }

I, Millard F. Caudill, Notary Public within and for the county aforesaid, do hereby certify that on this 2nd day of Nov. A. D. 1945 before me personally appeared within the county aforesaid L. T. Wandleton, Mrs. L. T. Wandleton (Cheviere) Wandleton to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 1st day of May A. D. 1947.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 30910

(SEAL) Millard F. Caudill

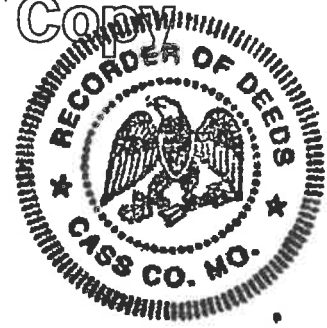
Notary Public Johnson County Kansas

Filed for record this 29th day of April A. D. 1946 at 11 o'clock 15 Minutes A. M. by Dora Barnard Deputy R. C. Kumbulua Recorder

352

STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED INSTRUMENT RECORDED

2003 JAN -9 A 11:46.0
002215 PAGE 000062
BOOK PAGE
SANDRA GREGORY, RECORDER



DEPUTY

Total Recording Fees: \$ 29.00

Space above line for Recorder's Certification

RECORDER OF DEEDS CERTIFICATE

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the state of Missouri.

Sandra A. Gregory
Recorder of Deeds

Cass County Courthouse
102 E Wall Street
Harrisonville, Missouri 64701
1-816-380-8118

gregoryiesagreg@aol.com

BOOK 2215 PAGE 62

Mike Medsker, Recorder of Deeds

Cass County, MO - Notary Copy

GRANT OF RIGHTS OF WAY
The null in consideration of Five Dollars (\$5.00) and other valuable consideration, the Grantor(s) hereby acknowledged, the undersigned, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto AKAWA Natural Gas, LLC, a Kansas limited liability company, hereinafter referred to as Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair replace, protect, relocate, change the size of, operate and remove a pipe line or lines, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, upon, across, over and through the following described lands which Grantor warrants that Grantor owns in fee simple situated in Cass County, State of Missouri and generally described as follows:

See Exhibit 1 Attached Hereto

together with the right of ingress to and egress from the above described land and other contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Pipelines shall be laid at a minimum depth of three feet below the surface of said land of Grantor.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines and facilities, or any part thereof, within or upon the above described land.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe lines are in place, Grantor shall not change the topography of the terrain over the pipe lines without the prior approval and written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by the laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines, and facilities. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.

The Grantor, his heirs, successors, assigns and lessees, shall have the right of use and enjoyment of the above-described land, provided such use does not unreasonably interfere with the uses and purposes granted to Grantee hereunder, and should a dispute arise between Grantor and Grantee or their respective heirs, successors, assigns and lessees, with regard to the use of the premises by Grantor and his heirs, successors, assigns and lessees, said dispute shall be resolved by arbitration and the procedures described in the preceding paragraph.

The rights herein granted may be assigned by Grantee in whole or in part. This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor(s) this ____ day of _____, 2001

By: Robert L. Bishop
Grantor
Robert L. Bishop

By: Leanna F. Bishop
Grantor
Leanna F. Bishop

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001 by Robert L. Bishop and

Leanna F. Bishop, his wife (LESSOR).

Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001 by _____ (LESSOR).

Notary Public

My Commission Expires: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2001, before me a Notary Public in and for the County and State aforesaid, personally appeared _____, personally known to me to be the _____ of _____ and the same person who executed as such the above and foregoing instrument in writing on behalf of said company and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

My Commission Expires: _____

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

AFFIDAVIT OF EXECUTING WITNESS ACKNOWLEDGMENT

State of Kansas

County of Miami

I M. A. Williams, do solemnly affirm under the penalty of perjury,
that Robert L. Bishop and Leanna F. Bishop, his wife, personally known to me has
executed the within Grant of Right of Way in my presence, and has acknowledged that
Robert L. Bishop and Leanna F. Bishop, his wife executed the same for the purposes
therein stated and requested that I sign my name on the within document as an executing
witness M.A. Williams
M. A. Williams

Subscribed and affirmed before me this 19th day of December, 2001

Darline Lott
Notary Public

My Commission Expires: _____



Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

Exhibit 1

to
GRANT OF RIGHT OF WAY

DATED THIS 26th DAY OF July, 2001

BETWEEN Robert L. Bishop and Leanna F. Bishop, his wife, LESSOR AND

Osborn Energy, LLC, LESSEE

The lands subject to the referenced Gas Lease are situated in the County of Cass, State of Missouri
in Section(s) 28 and 33, Township 45 N, Range 33 W, and containing 185 acres more or
less and described as follows:

Township 45 North, Range 33 West

Section 28: The East Half of the Southeast Quarter (E1/2SE1/4)

Section 33: The Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) and the
South Half of the Northeast Quarter (S1/2NE1/4), Excepting the following tract;
Beginning 1200 feet West of the Southeast Corner of the Southeast Quarter, thence
West 154.42 feet; thence North 3 degrees 22 minutes 00 seconds West, 244.33 feet;
thence North 89 degrees 20 minutes 20 seconds East, 160.50 feet; thence South 1
degree 55 minutes 45 seconds East, 245.90 feet to the point of beginning.

EASEMENT CONVEYANCE

Elmer L. Brown and

This contract, made on this 11th day of July, 1946, by and between Ada Brown of the County of Cass and State of Missouri...

The parties of the first part in consideration of the sum of ONE DOLLAR... have hereunto set our hands and seal the day and year above written.

consisting of three (3) poles, overhanging wires and guy anchor described as follows: One (1) pole 260 feet north of Lafford road on west side of driveway...

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

State of Missouri County of Cass

I, Frank Leay, Notary Public within and for the county aforesaid, do hereby certify that on this 11th day of July, 1946, before me personally appeared within the county aforesaid Elmer L. Brown and Ada Brown...

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 22582 (SEAL) Frank Leay Jackson Missouri

Cass County adjoins Jackson County, Mo. Filed for record this 29th day of April, A. D. 1946, at 10 o'clock 17 minutes A. M. by Dora Barnard Deputy R. C. Gumbel Recorder

EASEMENT CONVEYANCE

George N. Craycraft and

This contract, made on this 29th day of October, 1945, by and between Hilda I. Craycraft of the County of Cass and State of Missouri...

The parties of the first part in consideration of the sum of ONE DOLLAR... have hereunto set our hands and seal, the day and year above written.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In testimony whereof, WE have hereunto set our hands and seal, the day and year above written. George N. Craycraft Hilda I. Craycraft

State of Missouri County of Cass

I, Frank Leay, Notary Public within and for the county aforesaid, do hereby certify that on this 29th day of October, 1945, before me personally appeared within the county aforesaid George N. Craycraft and Hilda I. Craycraft...

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

No. 20909 (SEAL) Frank Leay Jackson Missouri

Cass County adjoins Jackson County, Mo. Filed for record this 29th day of April, A. D. 1946, at 10 o'clock 28 minutes A. M. by Dora Barnard Deputy R. C. Gumbel Recorder

3252

Cass County Special

WATER LINE EASEMENT

Tract No. 1

KNOW ALL MEN BY THESE PRESENTS:

THAT Robert T. Kircher and Cleo Maxine Kircher, husband and wife, subject to Wife Estates of Elmer E. Brown and Ada F. Brown, husband and wife

of the County of Cass, and State of Missouri, hereinafter designated as Grantor (whether one or more) for and in consideration of the sum of \$1.00 and other valuable consideration paid and delivered by Public Water Supply District No. 1 of Cass County, Missouri, hereinafter referred to as the District, organized under the laws of the State of Missouri; the receipt whereof is hereby acknowledged; County Grants, Bargains, Sells and Conveys to said District the perpetual easement and right to enter upon the lands of Grantor, situated in the County of Cass, in the State of Missouri, described as follows:

The Southwest Quarter of the Northeast Quarter of Section 28, townships 45, Range 33, except a tract described as 4.7 acres, more or less, beginning on the North bank of Grand River and on the line dividing the East and West halves of the Southeast Quarter of Section 29; thence North on subdivision line 86 rods; thence West to center of river; thence Southeasterly with the meanderings of said River to the place of beginning.

The purpose of said easement and right to enter is to construct, install, operate, maintain, repair, replace, remove and patrol on or over or under said lands, and in and upon all streets, roads or highways abutting said lands, pipes or lines for the transmission of water and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said land for said purposes.

The easement shall be 30 feet in width and is specifically described as being located on the above described tract as follows:

An easement being 30 feet in width lying along the South property line of the above described tract.

157-53

5-7-3

To have and to hold said easement and rights unto said District in perpetuity.

It is understood and agreed that the consideration herein stated shall be the full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the Grantor during the original construction of said water line or that may accrue in the future incident to maintenance or replacement of said water line.

Files to said water pipe line shall be and remain in the District.

Grantor covenants to and with said District that subject to easements, restrictions and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

Robert T. Kircher

Cleo Maxine Kircher

Elmer P. Brown

STATE OF MISSOURI }
COUNTY OF Cass } SS.

On this 27 day of March, 1970 before me, the undersigned, a Notary Public, personally appeared

Robert T. Kircher and Cleo Maxine Kircher
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Belton, Missouri the day and year last above written.

(Seal)

James A. Hallay
Notary Public in and for said
County and State

My Term Expires: September 21, 1970

The foregoing Instrument was filed for record on the 26 day of May
A. D. 1970, at 9 o'clock 40 minutes A. M.

Patricia Huddle Deputy

William S. Smith Recorder of Deeds

COMPARAT

347

Cass County Special

Tract No. 232.

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Robert T. Kircher and Glen Maxine Kircher, husband and wife,
subject to life Estates of Elmer E. Brown

of the County of Cass, and State of Missouri, hereinafter designated as Grantor (whether one or more) for and in consideration of the sum of \$1.00 and other valuable consideration paid and delivered by Public Water Supply District No. 2 of Cass County, Missouri, hereinafter referred to as the Dist Co., organized under the laws of the State of Missouri, the receipt whereof is hereby acknowledged, hereby Grants, Bargains, Sells and Conveys to said District the perpetual easement and right to enter upon the lands of Grantor, situated in the County of Cass, in the State of Missouri, described as follows:

The South west quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 28, Township 45, Range 33, except 4.7 acres, more or less, beginning on the North bank of Grand River and on the line dividing the East and West halves of the Southeast Quarter of said Section 28; thence North on subdivision line 56 rods; thence West to the center of said river; thence in a Southeasterly direction with the meanderings thereof to beginning and further except beginning 19.85 chains South and 4.20 chains West of the Northeast corner of the Northwest Quarter of the Southeast quarter; thence North 686 feet; thence West 2.25 chains; thence South 686 feet; thence East to the beginning.

The purpose of said easement and right to enter is to construct, install, operate, maintain, repair, replace, remove and patrol on or over or under said lands, and in and upon all streets, roads or highways abutting said lands, pipes or tiles for the transmission of water and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said land for said purposes.

The easement shall be 30 feet in width and is specifically described as being located on the above described tract as follows:

An easement being 30 feet inwidth lying along the extreme southern right of way line of the above described tract which is also the north right of way line of a county road.

543

5-7-3

To have and to hold said easement and rights unto said District in perpetuity.

It is understood and agreed that the consideration herein stated shall be the full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the Grantor during the original construction of said water line or that may accrue in the future incident to maintenance or replacement of said water line.

Title to said water pipe line shall be and remain in the District.

Grantor covenants and agrees with said District that subject to easements, restrictions and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

Robert T. Kircher 6-20-70

Clara Maxine Kircher 6-20-70

Elmer E. Brown

STATE OF MISSOURI }
COURT OF Jackson } SS.

On this 20 day of June, 1970, before me, the undersigned, a Notary Public, personally appeared

Robert T. Kircher & Clara Maxine Kircher & Elmer E. Brown
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Raytown, Missouri the day and year last above written.

(SEAL)

G.L. Hansen
Notary Public in and for said
County and State

My Term Expires:

Sept. 15, 1972

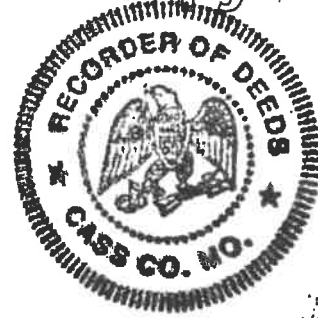
The foregoing instrument was filed for record on the 24 day of June
A. D. 1970, at 8 o'clock 30 minutes P.M.

P. H. ... Deputy *M. ...* Recorder of Deeds

STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED INSTRUMENT RECORDED

2003 JAN -9 A 11:46.0
002215 PAGE 000063
BOOK _____ SANDRA GREGORY, RECORDER

DEPUTY



Total Recording Fees: \$ 32.00

Space above line for Recorder's Certification

RECORDER OF DEEDS CERTIFICATE

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the state of Missouri.

Sandra A. Gregory
Recorder of Deeds

Cass County Courthouse
102 E Wall Street
Harrisonville, Missouri 64701
1-816-380-8118

gregoryjesagreg@aol.com

BOOK 2215 PAGE 63

Mike Medsker, Recorder of Deeds

Cass County, MO ~~GAS LEASE~~ Web Copy

This Agreement, is entered into this 26th day of July 2001 between Robert L. Bishop and

Leanna F. Bishop, his wife (hereinafter called "LESSOR") and

Osborn Energy, L.L.C. (hereinafter called "LESSEE"), who hereby agree that:

WITNESSETH:

1. The LESSOR, for and in consideration of the sum of \$100.00 and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby grant, demise, lease, and let exclusively unto LESSEE for the purposes of its investigating, exploring by geophysical and other means, prospecting, drilling and carrying on of geological and other exploratory work, including core drilling, operating for and producing all gasses, all hydrocarbons, and their respective constituent products as well as any natural resources produced with them, and for all operations associated therewith, including construction of roads, laying pipelines and all things necessary or convenient for the economical operation of said exploration, operations and production of said resources, including dewatering of coalbed gas wells, on said land or in conjunction with lands unitized therewith, all on that certain tract of land situated in the County of Cass, State of Missouri and any reversionary rights therein, described in Exhibit 1 attached hereto and incorporated by reference.

2. This lease shall remain in force and effect for a term of five (5) years ("Primary Term") from this date and as long thereafter as gas or its constituent products or other hydrocarbons are produced from said land, or lands with which said land is unitized, or as long as LESSEE is conducting operations on said land or lands with which said lands are unitized therewith. If, at the expiration of the Primary Term, gas is not being produced from the premises or lands unitized therewith, but LESSEE is engaged in drilling, reworking or dewatering operations thereon, then this Lease shall continue in full force and effect as long as operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after the discovery of gas on the subject lands or on lands unitized therewith, the production therefrom ceases for any cause after the expiration of the Primary Term, this Lease shall not terminate if LESSEE commences additional drilling, reworking or dewatering operations within ninety (90) days from the date of the cessation of said production or from the date of the completion of the drilling of a dry hole. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if LESSEE shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

3. If no well be commenced on said land described in Exhibit 1 attached hereto within 24 months of the effective date of this Agreement first referenced above, then this lease shall terminate as to both parties, unless the LESSEE on or before that date shall pay or tender to the LESSOR or LESSOR'S successors at the address listed below, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One (\$1.00) Dollar per net mineral acre leased, which shall operate as a rental and cover the privilege of deferring the commencement of a well for the remainder of the Primary Term. The payment herein referred to may be made in currency, draft, or check at the option of the LESSEE. It is understood and agreed by LESSOR and LESSEE that for the consideration first recited herein, the down-payment covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the LESSEE's option of extending that period as aforesaid, and any and all other rights conferred.

4. The LESSEE shall pay to LESSOR for gas of whatever nature or kind, including all of its constituent parts, hydrocarbon or otherwise, produced, as royalty, one-eighth of the proceeds received from the sale of such produced substances after deducting LESSOR'S proportionate share of the costs of preparing and transporting same to the point of sale and delivery, including the costs of compression, dehydration, desulfurization, processing, treating, gathering and applicable taxes. LESSOR shall have the privilege, at his own risk and expense, of using gas from any gas well on said premises for heating and cooking in one residential dwelling located on the leased premises by making his own connections thereto by using good and safe industry practices in full compliance with all applicable pipeline safety rules and regulations, including K.A.R. 82-11-4, in effect at the time of connection including, but not limited to, odorization of the gas.

5. If, at any time, while there is a gas well or wells on the above land or lands with which said land is unitized, and such well or wells are shut in, and if this lease is not continued in force by some other provisions hereof or if a well has been completed but dewatering operations have not commenced, then it shall, nevertheless, continue in force as long as said well or wells are shut in and it shall be considered that the gas is being produced from the leased premises in paying quantities within the meaning of this lease by the LESSEE paying or tendering to LESSOR annually, in advance a substitute or shut-in gas royalty, in an amount equal to \$1.00 per mineral acre owned by LESSOR. Said advance royalty shall be payable ninety (90) days after the date such well or wells are shut in and annually thereafter. The period covered by said advance or shut in royalty payments shall be measured from the date such well or wells are shut in.

6. LESSEE is hereby expressly granted the right, which LESSEE may exercise at any time and from time to time as a recurring right, either before or after production has been obtained upon the leased premises or any premises consolidated herewith, to consolidate and unitize the gas leasehold estate created by this lease or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units which do not exceed approximately 640 acres each. If such operating unit or units is so created by LESSEE, LESSOR agrees to accept and shall receive out of the gas produced from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as commencement or completion of a well, or the continued operation of or production of gas on each and all of the lands within and comprising such operating unit. LESSEE shall execute in writing and record in the Register of Deeds records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage unit.

7. If LESSOR owns a lesser interest in the above-described lands than the entire undivided fee simple estate, then the royalties and rentals herein provided shall be paid to the LESSOR only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next rental succeeding rental anniversary after any reversion occurs to cover any such interest so acquired by LESSOR.

8. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land, including water from ponds, for its operations thereon, except water from wells used for domestic purposes by LESSOR. When required by LESSOR, LESSEE agrees to bury its pipelines below plow depth and shall pay for damages caused by its operations to growing crops on said land. LESSEE shall have the right at any time during, or after the expiration of this lease, however not the obligation, to remove all machinery, fixtures, buildings or other structures placed on said premises including the right to draw and remove all casings. LESSEE agrees, upon the completion of any test, as a dry hole, or upon the abandonment of any producing well, to restore the premises to their original contour as nearly as practical.

9. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly permitted, the covenants herein shall extend to the heirs, devisees, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding upon the LESSEE until it has been furnished with either the original recorded instrument of conveyance, or a duly certified copy thereof, or a certified copy of an order of a probate court showing the appointment of an executor or administrator of any deceased owner together with all other original recorded instruments or duly certified copies thereof necessary in showing the complete chain of title back to the LESSOR to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said document shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor or heir of the LESSOR.

10. If the leased premises are now or shall hereinafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the LESSEE to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise, or to furnish separate measurement facilities. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above-described land and the holder or owner of any such part or parts shall default in the payment of the proportionate part of the rents or royalties due, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the LESSEE or any assigned thereof shall make due payment of said rents and royalties. If at any time there may be as many as four parties entitled to rents or royalties, the LESSEE may withhold payment thereof unless and until all the parties designate, in writing, in a recordable instrument to be recorded, and a copy of which provided with the LESSEE, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

11. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that the LESSEE, at its option, may pay and discharge in whole or in part, any taxes, mortgages, or other liens existing, levied or assessed on or against the above-described lands and, in the event it exercises such option, it shall be subordinated to the rights of any holder or holders thereof and may reimburse itself by applying it to the discharge of any such mortgage, tax or other lien, any royalty or rental accruing hereunder.

Cass County, MO - Web Copy

AFFIDAVIT OF EXECUTING WITNESS ACKNOWLEDGMENT

State of Kansas

County of Miami

I M. A. Williams, do solemnly affirm under the penalty of perjury,
that Robert L. Bishop and Leanna F. Bishop, his wife, personally known to me has
executed the within Oil and Gas Lease in my presence, and has acknowledged that
Robert L. Bishop and Leanna F. Bishop, his wife executed the same for the purposes
therein stated and requested that I sign my name on the within document as an executing
witness *M.A. Williams*
M. A. Williams

Subscribed and affirmed before me this 19th day of December, 2001

Darline Lott
Notary Public

My Commission Expires: _____



Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

Exhibit 1

to
Gas Lease

DATED THIS 26th DAY OF July, 2001

BETWEEN Robert L. Bishop and Leanna F. Bishop, his wife, LESSOR AND

Osborn Energy, LLC, LESSEE

The lands subject to the referenced Gas Lease are situated in the County of Cass, State of Missouri in Section(s) 28 and 33, Township 45 N, Range 33 W, and containing 185 acres more or less and described as follows:

Township 45 North, Range 33 West

Section 28: The East Half of the Southeast Quarter (E1/2SE1/4)

Section 33: The Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) and the South Half of the Northeast Quarter (S1/2NE1/4), Excepting the following tract; Beginning 1200 feet West of the Southeast Corner of the Southeast Quarter, thence West 154.42 feet; thence North 3 degrees 22 minutes 00 seconds West, 244.33 feet; thence North 89 degrees 20 minutes 20 seconds East, 160.50 feet; thence South 1 degree 55 minutes 45 seconds East, 245.90 feet to the point of beginning.